

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

A7615 (2430)

OCT 29 2010

Mr. William E. Reukauf
Associate Special Counsel
U.S. Office of Special Counsel
1730 M Street NW, Suite 218
Washington, DC 20036

Dear Mr. Reukauf:

The enclosed documents have been submitted by the management team of Gateway National Recreation Area (Park) in response to your office's verbal request on July 27, 2010, for additional information related to the aforementioned Whistleblower Complaint case (DO-09-2611).

The information requested by Ms. Olare Nelson, Attorney, Disclosure Unit, from the Supplemental Report, Accusations of Serious Safety and Health Deficiencies – GATE Floyd Bennett Field, consisted of three separate topic areas: 1) Copies of files reviewed by the National Park Service Washington Office and Regional Office Inspection Team during their site visit; 2) Copies of the OSHA Inspection documentation and "Notices of Unsafe or Unhealthful Work Conditions;" and, 3) Documentation indicating the Mr. Grassi was informed of the Asbestos Hazard in writing, as well as verbally. Specific documentation titles included in the briefing package are as follows:

I. Tab 1 – Documents reviewed by Inspection Team.

1. Gateway NRA (GATE) Unified Safety Management Program (no date).
2. GATE- Jamaica Bay Unit (JABA) contract #C2011091691, Design, Build, Repair Roof at Building 30 and Electrical Systems at Buildings 57 and 30 (8/20/09).
3. GATE-JABA contract #P1774090616, Remediation of Building 98, award (9/18/09).
4. JABA Park Management Plan (2/04/09).
5. Indoor Environmental Inc., Indoor Air Quality report for GATE-JABA (2/17/09).
6. Harbor Parks (HAPA) Facility Management Program (6/25/09).
7. HAPA Work Control Center Management Plan (6/19/09).
8. Weekly Chief of Maintenance meeting minutes (6/11/09, 10/29/09).
9. JABA Supervisor Gus Halouvas' email diary (4/23/09).
10. Employee Guiseppi Grassi's written request for return of annual leave.

II. Tab II – OSHA Citations issued under Inspection 312497571 (02/03/09).

11. OSHA Notice of Unsafe or Unhealthful Working Conditions, Citation 1, Item 1, 2, 3, and 4; Citation 2, Item 1, 2a, and 2b.

III. **Tab III** – Documents received from the Park in response to Mr. Grassi being informed verbally and in writing of the asbestos hazard on the third floor of Building 98.

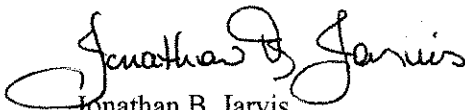
12. Gateway supervision posted the OSHA *Notice of Unsafe or Unhealthful Working Conditions* report received from the OSHA, Manhattan Area Office, with Citation 1, Item 3, which states, "In building 98, on 3rd floor, at the southwest corner and along the west side, a ripped and punctured pipe installation contained 17% and 30% of asbestos respectively."

The Superintendent of the Park responded in writing to OSHA on February 9, 2009, that all affected employees were briefed verbally and in writing. Park management was unable to produce any written documentation that the employees were verbally briefed on the asbestos hazard on the 3rd floor of Building 98. Also, according to the Park, the written notice to all employees of the asbestos hazard in Building 98 was communicated solely by posting the OSHA Notice per the OSHA requirements under 29 CFR 1960, which states, "The law requires that a copy of this Notice be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees." This written notice was posted at the main entrance to Building 98, and additional Asbestos warning signs were posted on the 3rd floor and 3rd floor stairwell of Building 98. The Park did not provide each employee with a separate, written document addressing the hazard.

According to Park management, in addition to the posting of the hazard notice in multiple areas of Building 98, all employees were verbally briefed about the posting of the notice and all hazards addressed in the Notice.

Please direct any questions to Louis Rowe, Deputy Associate Director, Visitor and Resource Protection, at 202-513-7080, or Michael K. May, Occupational Safety and Health Program Manager, at 202-513-7222.

Sincerely,


Jonathan B. Jarvis
Director

Enclosure

GATEWAY NRA

Unified Safety Management Program

I. Management Policy

Our safety record is a fundamental measure of organizational values, efficiency and effectiveness.

- Our goal for employees must be "no lost time accidents."
- Every visit to the park by the public should be a safe and pleasurable experience.

II. Roles & Responsibilities

The **General Superintendent** is accountable to the Regional Director for a safety program that meets all applicable standards and results in significantly reduced lost time accidents. This responsibility requires:

- personal involvement in management of a comprehensive safety program,
- implementation of a system of accountability to ensure conformance with the program.

Unit superintendents and the headquarters directorate are expected to efficiently and effectively manage the safety program for their respective organizational areas. This responsibility requires that all unit superintendents and the director responsible for the headquarters safety program:

- chair monthly safety meetings,
- ensure that audits, investigations, job hazard analysis and training occur in a timely and professional manner,
- maintain records of all safety related activity,
- provide support for training and personal protective equipment,
- develop and implement supplementary safety strategies to address specific health and safety risks,
- ensure timely correction of all identified deficiencies
- and partake in required safety related communication.

Every **first line supervisor** is expected to provide the leadership and resources necessary for employees to carry out their work in a safe manner and in a safe work environment. (Note: a first line supervisor manages employees directly rather than through subordinate supervisors.) This responsibility requires that every first line supervisor:

- conduct frequent audits of employee work practices,
- analyze and record hazards and safe practices for all work in their respective areas of supervision,
- lead investigations of high-risk incidents and accidents,
- provide accurate and timely reports of all safety related activity.

Unit first line supervisors (Maintenance) along with the previous items, will hold weekly tailgate safety meetings which stress training and employee dialog.

Every **employee** is expected to work in a way that protects his or her personal health and safety as well as the health and safety of others. This responsibility requires that each employee:

- understands and addresses all hazards related to his or her job,
- understands and follows safe work practices,
- maintains a safe work environment,
- actively participates in the park safety program.

The **park safety officer (PSO) and all collateral safety officers** are expected to provide the technical information needed to support a comprehensive safety program in conformance with all applicable laws, policies and regulations. This responsibility requires that the safety officers:

- conduct regular inspections of all park work environments,
- facilitate training, maintain and consolidate all safety related records,
- ensure that communication regarding safety related activity meets applicable standards.

III. Mandatory Activities

The Gateway "Unified Safety Management Program" consists of 12 required activities (see below). Each of the required activities is related to one of the three following tasks: (1) identification of safety and health risks, (2) understanding ways to minimize health and safety risks, and (3) changing environmental conditions and employee behavior to minimize health and safety risks.

Each required activity presumes management leadership, employee participation, access to technical knowledge, the timely exchange of necessary and accurate information, and a firm commitment by both employees and managers to reduce risks and eliminate accidents.

A. Safety Meetings

Unit Safety Committee Meetings

Each Unit Superintendent will personally conduct unit safety committee meetings on a monthly basis. This responsibility can be delegated only when the Unit Superintendent is on leave. Unit safety meetings will include all senior unit managers, a representative sample of other supervisory and non-supervisory employees, as well as union representation. Written records will be prepared and submitted to the Park Safety Officer not more than 14 days after each meeting.

Unit safety committee meetings will cover the following topics, at a minimum:

- lost-time accidents during the preceding 30 days
- scheduling of accident investigations
- review of findings from previous investigations
- review of inspection results
- status of corrective actions identified in previous inspections, audits and investigations
- special emphasis training (one park-wide topic per month)
- unit specific training (as determined by unit safety committee)

Headquarters Safety Committee Meetings

All headquarters offices will be organized into a single, special operational unit for the purposes of this safety program. One of the directors, appointed by the General Superintendent, will manage the Headquarters safety program. The Headquarters safety program will mirror unit safety programs in all respects.

The headquarters safety meetings will consist of a monthly supervisory meeting immediately followed by an all headquarters employee meeting.

Quarterly Park-wide Safety Committee Meetings

Unit Collateral Duty Safety Officers, Park Safety Officer, representative of management, employee, and union representative will meet quarterly to review participation in the safety program, develop training programs, and consolidate safety records. At the conclusion of the meeting, the Park Safety Officer will brief the General Superintendent on the status of the program and the park's safety record.

These meetings will alternate between Headquarters, and the Units. When the meeting is held at either headquarters or a particular unit, that location must have a representative from management and non-management to attend the meeting, in order to comply with OSHA.

B. Unit Weekly Safety Meetings (Tailgate)

All employees will be involved in safety meetings on a weekly basis. Weekly safety meetings will be conducted by first line supervisors with the assistance of collateral duty safety officers, as needed. Records will be kept of each meeting documenting topics covered, the names of employees who attended the meeting (by signature sheet), as well as the date, time and location of the meeting. Meetings may be as brief as 20 minutes or as long as one hour. Primary meeting topics will include:

- identification of health and safety risks associated with work activities,
- identification of specific measures to reduce health and safety risks,
- training in specific safe work practices and use of personal protective equipment,
- standards for safe work environments,
- results of recent audits and investigations,
- and health safety communications.

C. Job Safety Auditing

First line supervisors of field employees will conduct a Job Safety Audit twice a week. All other supervisors will conduct audits of their employees on a once a week basis.

The primary purpose of an audit is to observe employee behavior and to provide appropriate feedback to the employee regarding his or her use of safe work practices. The audits also ensure that employees are properly utilizing personal protection equipment (PPE) and are maintaining a safe work environment. Each audit is expected to take approximately 15 minutes to perform. Supervisors will maintain a file of all their audits. Audits will be retained for not less than 24 months.

D. Safety Inspections

Once a week, the Park Safety Officer will conduct a safety inspection in one of the units or a headquarters office. The Collateral Duty Safety Officer of the group being inspected will accompany the Park Safety Officer on the weekly safety inspection.

Weekly safety inspections will focus on specific safety concerns within a limited number of sites. Violations will be recorded and sent to the unit superintendent for posting in prominent work locations. Citations may not be removed until three days after a given violation has been corrected. (Note: violations must be tied to specific standards or regulations; citations must describe how the violation is to be corrected.)

In addition to weekly safety inspections, the Park Safety Officer will conduct a comprehensive annual inspection of facilities as required by OSHA.

E. Accident Investigations

Accident investigations will be conducted and chaired by the Unit Collateral Duty Safety Officer and will include the PSO, a management representative and non-management staff (depending on the basis for the investigation). The investigations will involve fact-finding to determine the underlying causes which led to the accident and make recommendations for accident prevention. Accident review records will be kept on file at the unit with a copy sent to the PSO.

Note: If employee neglect and irresponsibility is determined to be the cause of an accident, an employee may be held liable for his or her actions.

F. Job Hazard Analysis

All jobs and work activities presenting hazards to employees will undergo a Job Hazard Analysis (JHA). The supervisor and the employee will conduct the analysis jointly. Decisions pertaining to engineering controls, Personal Protective Equipment (PPE) and scheduling will be determined from these job analyses.

G. Training

The PSO will offer OHSA training for park-wide needs. Unit and the Collateral Duty Safety Officers will develop supplementary training programs that address specific work conditions based on JHAs, review of accidents, and employee or management request. All OSHA mandated training will be scheduled by the Collateral Duty Safety Officer and the PSO. OSHA mandated training will include--but is not limited to--basic safety orientation, hazardous communication, collateral duty safety training, and supervisory safety training.

H. OSHA Programs

Unit superintendents and the lead manager for the headquarters safety program will ensure that all applicable OSHA programs are in place. Applicable programs include—but are not limited to--Personal Protective Equipment, Respiratory Protection, Fall Protection, Fire Safety, Ergonomics, Hazardous Communications, Blood-Borne Pathogens, Lock Out Tag Out, and Electrical Protection. The park

response for applicable OSHA programs will be organized and facilitated by the PSO and Collateral Duty Safety Officers.

I. Reporting

All monthly safety-meeting minutes (signed by the unit superintendent), accident reports, and investigations will be filed with PSO. The unit superintendent or the lead manager for the headquarters safety program (as is appropriate) must sign all such reports. Collateral Duty Safety Officers will maintain a file of all job audit reports. In addition, all units will maintain their own OSHA 200 Log (Loss Time Accident Record) per fiscal year. Each unit will post annual summary of all injuries and illnesses immediately after September 30.

J. Deficiencies Abatement

Unit Superintendents and the lead manager for the headquarters safety program are responsible for abatement of facility related violations identified in inspection reports. Any deficiency that cannot be abated within a 14-day period must be discussed with the General Superintendent not less than 14 days after the violation was identified.

K. Communications

Safety bulletin boards will be prominently located in each site or primary work area. Bulletin boards will be used as a primary communication system regarding all aspects of the safety program. Bulletin boards will be kept up to date and will be organized in a clear and attractive manner.

L. Annual Report

Not less than 30 days after the end of each fiscal year, the Park Safety Officer will submit a consolidated Safety Report to the General Superintendent. At a minimum, the report will contain the following sections: lost time accidents, results of accident investigations, inspection results, training, special initiatives, and recommendations for improvement of the park safety program. The PSO will schedule a meeting with the General Superintendent, unit superintendents and lead manager for the headquarters safety program to discuss the report and its implications.

IV. Safety Resource Information

All managers and employees are encouraged to learn as much as possible about safety standards and risks in their respective work environments. There are many excellent sources available within the government pertaining to the subject of safety. Three sources that are easily accessible include:

- www.osha.gov - Detailed information and guidance on OSHA requirements and compliance.
- **Inside NPS** - NPS safety management information as well as Director's Order 50 B.
- Park Safety Officer - Technical advice and pertinent safety information.
Nick Pazzaglia (718-354-4618)

SOLICITATION; OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		Page 1 of 8				
2. CONTRACT NUMBER C2011091691		3. SOLICITATION NUMBER N2011091691		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/19/2009		6. REQUISITION/PURCHASE NUMBER See Lines				
ISSUED BY DSC-CS Contracting Services Division National Park Service, Denver Service Center 12795 W. Alameda Parkway Lakewood, CO 80228 TEL: (303) 969-2633 ext. FAX: (303) 987-6646 ext.				CODE 2080		8. ADDRESS OFFER TO (if other than Item 7) DSC-CS Contracting Services Division National Park Service, Denver Service Center 12795 W. Alameda Parkway Lakewood, CO 80228						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".												
SOLICITATION												
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Denver Service Center - CS</u> until <u>2:00 PM</u> local time <u>09/18/2009</u> (Hour) (Date)												
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL:		A. NAME Raymond E. Prazak			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 303 969-2633			C. E-MAIL ADDRESS raymond_prazak@nps.gov				
11. TABLE OF CONTENTS												
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)	
		PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES				
	A	SOLICITATION/CONTRACT FORM					I	CONTRACT CLAUSES				
	B	SUPPLIES OR SERVICES AND PRICES/COSTS						PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
	C	DESCRIPTION/SPECS./WORK STATEMENT					J	LIST OF ATTACHMENTS				
	D	PACKAGING AND MARKING						PART IV - REPRESENTATIONS AND INSTRUCTIONS				
	E	INSPECTION AND ACCEPTANCE						K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS				
	F	DELIVERIES OR PERFORMANCE										
	G	CONTRACT ADMINISTRATION DATA					L	INSTRS., CONDS., AND NOTICES TO OFFERORS				
	H	SPECIAL CONTRACT REQUIREMENTS					M	EVALUATION FACTORS FOR AWARD				
OFFER (Must be fully completed by offeror)												
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.												
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR CUTTING EDGE GROUP, LLC 14 WALKUP CUTOFF RD LAKE GEORGE, NY 12845-4625				CODE *		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 518 798-4151			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)												
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT \$204,719.00		21. ACCOUNTING AND APPROPRIATION See Funding Detail						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41. U.S.C. 253(e) (5)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM 25			
24. ADMINISTERED BY (if other than Item 7) NAME OF CONTRACTING OFFICER (Type or print) Joelle M. Mascarenas				CODE		25. PAYMENT WILL BE MADE BY No Invoice Information 13461 Sunrise Valley Drive, Suite 201 HERNDON, VA 20171			CODE 2621		28. AWARD DATE 09/22/2009	
						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)						

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Line Item Detail	Title Gate 135755 Bldgs 30 and 57	Document Number C2011091691	Page 3 of 8
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Detail

Line Item Number	Description	Ship Code	Invoice Code	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Disc)
0002	Construction of Roof Repair, Bldg 30			1.00	ls	\$125,869.000	\$ 125,869.00

Contract Type: Other (Awards - None other apply)
Delivery Date: 03/01/2010
Period of Performance:
Extended Description:

Line Type: Contract Level
Period Type: Base Period
Product/Service Code: Z299
SIC Code:
NAICS Code: 236220

Contractor shall provide all material, labor, equipment, and supervision necessary for the Construction of Roof Repair for Bldg 30.

Description

Company:	Model Number:	Inspection/Acceptance
Prod./Cat. Number:	NSN:	Location:
Drawing Number:	Recycled Product:	Level:
Spec. Number:	Color:	
Serial Number:	Size:	
Piece Number:		

Pricing

		Estimates	
Base Fee:	.000	Min. Profit Fee:	.000
Award Fee:	.000	Max. Profit Fee:	.000
Fixed Fee:	.000	Target Profit Fee:	.000
Celling:	.000	Taxes:	.000
		Quantity:	.000
		Min. Quantity:	.000
		Max. Quantity:	.000
		Variation in Quantity:	.000
		Est. Cost:	.000
		Est. Cost - Low:	.000
		Est. Cost - High:	.000
		Target Cost:	.000
		Target Price:	.000

Address Information

F.O.B. DESTINATION
Additional Markings:

Line Item Detail	Title Gate 135755 Bldgs 30 and 57	Document Number C2011091691	Page 4 of 8
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Detail

Line Item Number	Description	Ship Code	Invoice Code	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Disc)
0003	Design of Electrical Systems Repair, Bldg 57			1.00	ls	\$1,000.000	\$ 1,000.00
Contract Type: Other (Awards - None other apply)		Line Type: Contract Level					
Delivery Date: 03/01/2010		Period Type: Base Period					
Period of Performance:		Product/Service Code: Z299					
Extended Description:		SIC Code:					
		NAICS Code: 236220					
Contractor shall provide all material, labor, equipment, and supervision necessary for the Design of Electrical Repairs for Bldg 57.							

Description

Company:	Model Number:	Inspection/Acceptance
Prod./Cat. Number:	NSN:	Location:
Drawing Number:	Recycled Product:	Level:
Spec. Number:	Color:	
Serial Number:	Size:	
Piece Number:		

Pricing

		Estimates					
Base Fee:	.000	Min. Profit Fee:	.000	Quantity:	.000	Est. Cost:	.000
Award Fee:	.000	Max. Profit Fee:	.000	Min. Quantity:	.000	Est. Cost - Low:	.000
Fixed Fee:	.000	Target Profit Fee:	.000	Max. Quantity:	.000	Est. Cost - High:	.000
Ceiling:	.000	Taxes:	.000	Variation in Quantity:	.000	Target Cost:	.000
						Target Price:	.000

Address Information

F.O.B. DESTINATION

Additional Markings:

Line Item Detail	Title Gate 135755 Bldgs 30 and 57	Document Number C2011091691	Page 5 of 8
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Detail

Line Item Number	Description	Ship Code	Invoice Code	Quantity	Unit of Issue	Unit Price	Total Cost (includes Disc)
0004	Construction of Electrical Systems Repair, Bldg 57			1.00	Is	\$21,500.000	\$ 21,500.00

Contract Type: Other (Awards - None other apply)

Line Type: Contract Level

Delivery Date: 03/01/2010

Period Type: Base Period

Period of Performance:

Product/Service Code: Z299

SIC Code:

Extended Description:

NAICS Code: 236220

Contractor shall provide all material, labor, equipment, and supervision necessary for the Construction of Electrical Repairs for Bldg 57.

Description

Company:	Model Number:	Inspection/Acceptance
Prod./Cat. Number:	NSN:	Location:
Drawing Number:	Recycled Product:	Level:
Spec. Number:	Color:	
Serial Number:	Size:	
Piece Number:		

Pricing

		Estimates					
Base Fee:	.000	Min. Profit Fee:	.000	Quantity:	.000	Est. Cost:	.000
Award Fee:	.000	Max. Profit Fee:	.000	Min. Quantity:	.000	Est. Cost - Low:	.000
Fixed Fee:	.000	Target Profit Fee:	.000	Max. Quantity:	.000	Est. Cost - High:	.000
Celling:	.000	Taxes:	.000	Variation in Quantity:	.000	Target Cost:	.000
						Target Price:	.000

Address Information

F.O.B. DESTINATION

Additional Markings:

Line Item Detail	Title Gate 135755 Bldgs 30 and 57	Document Number C2011091691	Page 6 of 8
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Detail

Line Item Number	Description	Ship Code	Invoice Code	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Disc)
0005	Design of Electrical Systems Repair, Bldg 30			1.00	ls	\$3,500.000	\$ 3,500.00

Ref Req No: R2011091691/0002

Contract Type: Other (Awards - None other apply)

Delivery Date: 03/01/2010

Period of Performance:

Extended Description:

Contractor shall provide all material, labor, equipment, and supervision necessary for the Design of Electrical Repairs for Bldg 30.

Line Type: Contract Level

Period Type: Base Period

Product/Service Code: Z299

SIC Code:

NAICS Code: 236220

Description

Company:	Model Number:	Inspection/Acceptance
Prod./Cat. Number:	NSN:	Location:
Drawing Number:	Recycled Product:	Level:
Spec. Number:	Color:	
Serial Number:	Size:	
Piece Number:		

Pricing

		Estimates	
Base Fee:	.000	Min. Profit Fee:	.000
Award Fee:	.000	Max. Profit Fee:	.000
Fixed Fee:	.000	Target Profit Fee:	.000
Ceiling:	.000	Taxes:	.000
		Quantity:	.000
		Min. Quantity:	.000
		Max. Quantity:	.000
		Variation in Quantity:	.000
		Est. Cost:	.000
		Est. Cost - Low:	.000
		Est. Cost - High:	.000
		Target Cost:	.000
		Target Price:	.000

Address Information

F.O.B. DESTINATION

Additional Markings:

Contract Level Funding Summary	Document Number C2011091691	Title Gate 135755 Bldgs 30 and 57	Page 8 of 8
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2009 - - - 1771 - - 252Z - - MAU - - - 2723 - - - - -

\$0.00

Reference Requisition: R2011091691/0002

2009 - - - 1771 - - 252Z - - MAU - - - A723 - - - - -

\$0.00

Reference Requisition: R2011091691/0002

2009 - 2010 - - 1771 - - 252z - - MAU - - - 2723 - - - - -

\$81,200.00

Reference Requisition: R2011091691/0002

2008 - 2009 - - 1771 - - 252z - - MAU - - - 2723 - - - - -

\$3,800.00

Reference Requisition: R2011091691/0002

2009 - - - 1771 - - 252Z - - MZY - - - - -

\$29,719.00

Reference Requisition: R2011091691/0002

Total Funding: \$204,719.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ Page 1 of 4

2. AMENDMENT/MODIFICATION NO. 0001 3. EFFECTIVE DATE 12/22/2009 4. REQUISITION/PURCHASE REQ. NO. See Lines 5. PROJECT NO. (If applicable)

ISSUED BY _____ CODE 2080 7. ADMINISTERED BY (If other than Item 6) CODE _____
 USC-CS Contracting Services Division
 National Park Service, Denver Service Center, 12795 W. Alameda Parkway
 Lakewood, CO 80228

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 CUTTING EDGE GROUP, LLC
 14 WALKUP CUTOFF RD
 LAKE GEORGE, NY 12845-4625

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. C2011091691
 (X) 10B. DATED (SEE ITEM 13) 09/22/2009

CODE * _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 2010 - 2011 - - 1770 - - 252Z - - MAB - - - 4079 - - - - \$39,984.05

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 By Mutual Agreement of Both Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 GATE 135755
 Gateway National Recreation Area
 Design Build Repair Roof at Bldg 30 and Electrical Systems at Bldgs 57 and 30

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Raymond E. Prazak

13. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. United States of America 16C. DATE SIGNED _____
 (Signature of person authorized to sign) BY _____ (Signature of Contracting Officer)

Line Item Summary	Document Number C2011091691/0001	Title Gate 135755 Bldgs 30 and 57	Page 2 of 4
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Total Funding: \$244,703.05

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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GATE - 135755
Gateway National Recreation Area
Design Build Repair Roof at Bldg 30 and Electrical Systems at Bldgs 57 and 30

0007	Modification 0001 - Haz Material Abatement	04/15/2010	1.00	ls	\$39,984.05	\$39,984.05
	This is a New Line Contractor shall provide all materials, labor, equipment, and supervision necessary for the removal and abatement of hazardous materials (asbestos and lead based paint) on the repair of the roofs and electrical system replacement at Bldg 30.					
	Ref Req No: R2011100129					

Previous Total: \$204,719.00
Modification Total: \$39,984.05
Grand Total: \$244,703.05
(Includes Discounts)

Points of Contact:
Contracting Officer: Joelle Mascarenas 303-969-3677
Contract Specialist: Ray Prazak 303-969-2633
Project Manager(COR): Carol Whipple 303-969-2462
Project Specialist: Jim Grant 718-354-4620

Contract Level Funding Summary	Document Number C2011091691/0001	Title Gate 135755 Bldgs 30 and 57	Page 3 of 4
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Funding Strip Code

Change in Funded Amount

.010 - 2011 - - 1770 - - 252Z - - MAB - - - 4079 - - - - -

\$39,984.05

Reference Requisition: R2011100129

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 12/22/2009
4. REQUISITION/PURCHASE REQ. NO. See Lines
5. PROJECT NO. (If applicable)

ISSUED BY JSC-CS Contracting Services Division
National Park Service, Denver Service Center, 12795 W. Alameda Parkway
Lakewood, CO 80228
CODE 2080
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
CUTTING EDGE GROUP, LLC
14 WALKUP CUTOFF RD
LAKE GEORGE, NY 12845-4625
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. C2011091691
(X) 10B. DATED (SEE ITEM 13) 09/22/2009

CODE * FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Funding Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
By Mutual Agreement of Both Parties
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GATE 135755
Gateway National Recreation Area
Design Build Repair Roof at Bldg 30 and Electrical Systems at Bldgs 57 and 30

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
3. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Raymond E. Prazak
16B. United States of America
BY (Signature of Contracting Officer)
16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 12/22/2009
4. REQUISITION/PURCHASE REQ. NO. See Lines
5. PROJECT NO. (If applicable)

ISSUED BY JSC-CS Contracting Services Division
National Park Service, Denver Service Center, 12795 W. Alameda Parkway
Lakewood, CO 80228
CODE 2080
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
CUTTING EDGE GROUP, LLC
14 WALKUP CUTOFF RD
LAKE GEORGE, NY 12845-4625
CODE * FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. C2011091691
(X) 10B. DATED (SEE ITEM 13) 09/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2010 - 2011 - - 1770 - - 252Z - - MAB - - - 4079 - - - - \$39,984.05

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

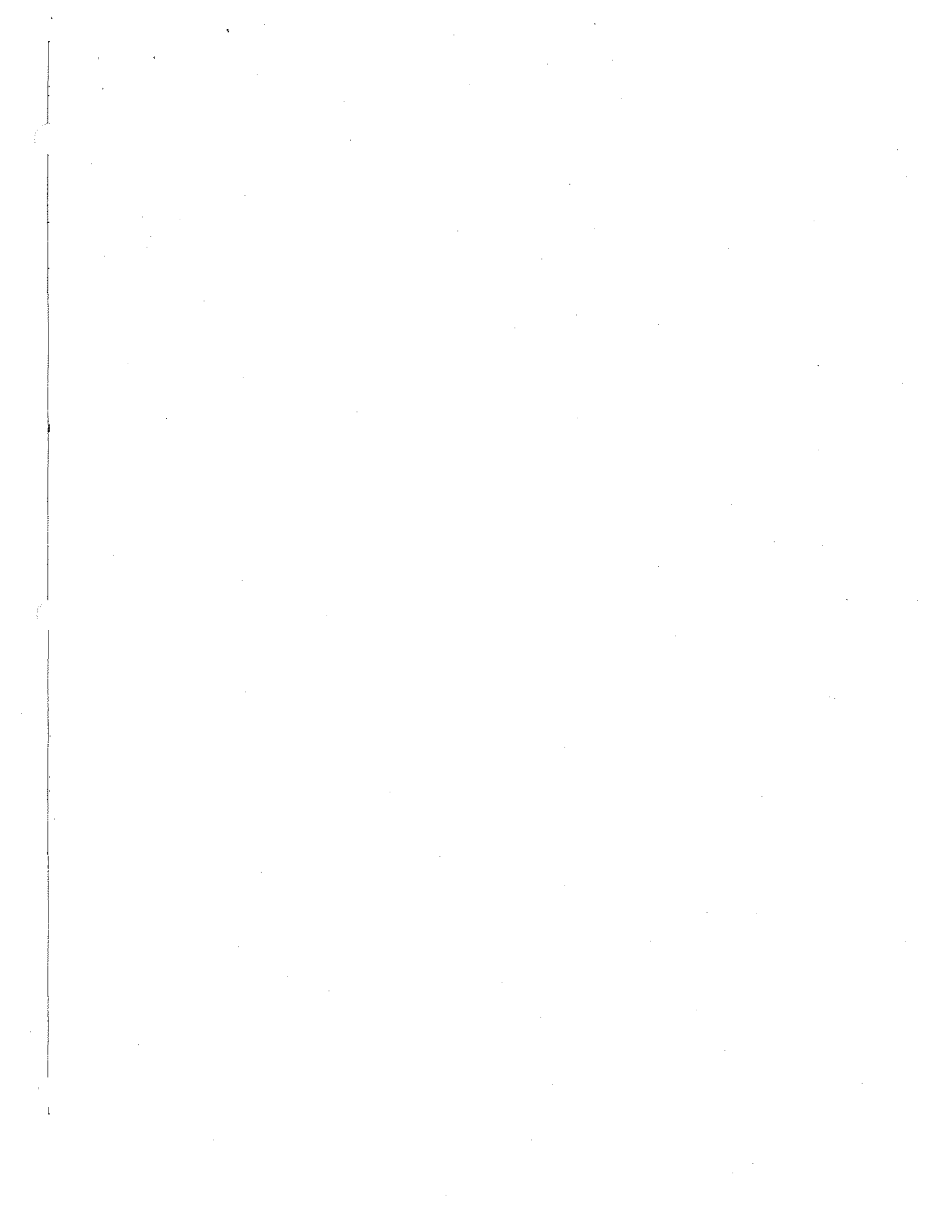
CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
By Mutual Agreement of Both Parties
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GATE 135755
Gateway National Recreation Area
Design Build Repair Roof at Bldg 30 and Electrical Systems at Bldgs 57 and 30

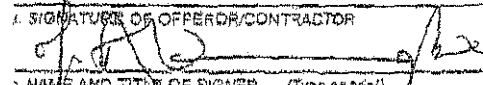
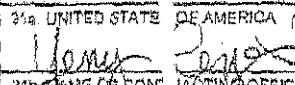
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Raymond E. Prazak
3. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. United States of America
16C. DATE SIGNED
BY _____
(Signature of person authorized to sign) (Signature of Contracting Officer)



SUNSHINE ENV

09/22/2009 15:14 7185225197

1. REQUISITION NUMBER R17 4090810		2. CONTRACT NO. 2009 - 1774 - 242Z - 92M - 1004		3. AWARD/EFFECTIVE DATE 09/18/2009		4. ORDER NUMBER P1774090810		5. SOLICITATION NUMBER Q17 5080910		6. SOLICITATION ISSUE DATE 08/20/2009	
7. FOR SOLICITATION INFORMATION CALL: ISSUED BY: CODE 17740 NER - GATE - Gateway National Recreation Area - Jamaica Bay Unit Gateway Jamaica Bay Unit Floyd Bennett Field Brooklyn, NY 11234 TEL: (718) 338-3338 ext. FAX: (718) 338-4680 ext.		8. NAME Linda Richardson		9. TELEPHONE NUMBER (No collect) (8) 354-4628 ext.		10. OFFER DUE DATE (17/24/2009) LOCAL TIME 12:00 pm		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100.0 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 862910 SIZE STANDARD: 10,000,001-1: 500,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 12. DISCOUNT TERMS 10 days % 20 days % 30 days %	
13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> YES <input type="checkbox"/> NO		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> B/P		15. ADMINISTERED BY NER - GATE - Gateway National Recreation Area 210 New York Ave. Staten Island, NY 10305		CODE 17700		16. PAYMENT WILL BE MADE BY NER - GATE - Gateway National Recreation Area 210 New York Ave. Staten Island, NY 10305	
17a. CONTRACTOR/OFFEROR SUNSHINE ENVIRONMENTAL, INC. 68 FLUSHING AVE UNIT 348 BROOKLYN, NY 11205-1004 TELEPHONE NO. (516) 643-3973 ext.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> OFFER		18. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
(Use Reverse and/or Attach Additional Sheets as Necessary)		22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA 2009 - 1774 - 242Z - 92M - 1004		26. TOTAL AWARD AMOUNT (Per Govt Use Only) \$ 5,800.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-6 AND ATTACHED ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT DATED INCLUDING AN OFFER <input type="checkbox"/> DATED INCLUDING AN OFFER		30. YOUR OFFER ON SOLICITATION (BLOCK 5), ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
31a. SIGNATURE OF OFFEROR/CONTRACTOR 		31b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		32. NAME AND TITLE OF SIGNER (Type or print) LU JUE GUHA-VIAMING PRESIDENT		32b. DATE SIGNED 9/22/09		32c. NAME OF CONTRACTING OFFICER (Type or print) Yeny A. Reyes		32d. DATE SIGNED 09/21/09	

THOROUGH FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/02) Prescribed by GSA - FAR (48 CFR) 53.212

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER R1774090616		PAGE 1 OF 22	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 09/18/2009	4. ORDER NUMBER P1774090616	5. SOLICITATION NUMBER Q1774090616
6. SOLICITATION ISSUE DATE 06/23/2009		8. OFFER DUE DATE/ LOCAL TIME 07/24/2009 12:00 am	

FOR SOLICITATION INFORMATION CALL:

9. ISSUED BY: **NER - GATE - Gateway National Recreation Area - Jamaica Bay Unit**
 Gateway Jamaica Bay Unit
 Floyd Bennett Field
 Brooklyn, NY 11234
 TEL: (718) 338-3338 ext.
 FAX: (718) 338-3560 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 562910
 SIZE STANDARD: 10,000,001-17,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO: **NER - GATE - Gateway National Recreation Area - Jamaica Bay Unit**
 Gateway Jamaica Bay Unit, Floyd Bennett Field
 Brooklyn, NY 11234
 Attn: Patrick Brady

16. ADMINISTERED BY: **NER - GATE - Gateway National Recreation Area**
 210 New York Ave.
 Staten Island, NY 10305

17a. CONTRACTOR/OFFEROR: **SUNSHINE ENVIRONMENTAL, INC.**
 63 FLUSHING AVE UNIT 345
 BROOKLYN, NY 11205-1084
 TELEPHONE NO. (516) 643-3973 ext.

18a. PAYMENT WILL BE MADE BY: **NER - GATE - Gateway National Recreation Area**
 210 New York Ave.
 Staten Island, NY 10305

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA
 2009 - - - 1774 - - 252Z - - SZM - - - 1004 - - - - -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
 \$ 5,600.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: _____

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 Yeny A. Reyes

NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Line Item Summary	Document Number P1774090616	Title Redmediation of Building 98	Page 3 of 22
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Total Funding:		\$5,600.00									
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009		1774		252Z		SZM			1004		
Division	Closed FYs		Cancelled Fund								

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of issue	Unit Price	Total Cost (Includes Discounts)
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PLEASE CONTACT GUS HALOUVAS AT 718-338-3760 OR JOSEPH GREEN AT 718-338-3338

0001	Remediation of Building 98 (Clean up bird droppings in Building 98)	07/31/2009	1.00	job	\$5,600.000	\$ 5,600.00
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SOW attached

Ref Req No: R1774090616

Funding Information:

2009 - - 1774 - - 252Z - - SZM - - - 1004 - - - - -
\$5,600.00

Total Cost: \$5,600.00

	Document No. P1774090616	Document Title Redmediation of Building 98	Page 4 of 22
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TABLE OF CONTENTS

SECTION I -- Contract Clauses	5
I.1 Clauses By Reference	5
I.2 Contract Terms and Conditions--Commercial Items	5
I.3 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	8
SECTION J -- List of Documents, Exhibits and Other Attachments	13
J.1 Wage Determination	13

	Document No. P1774090616	Document Title Redmediation of Building 98	Page 5 of 22
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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-07	Central Contractor Registration	April 2008

I.2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH 2009

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

	Document No. P1774090616	Document Title Redmediation of Building 98	Page 6 of 22
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(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and

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10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I.3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO JUNE 2009
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (7) [Reserved]

___X_ (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (33) 52.225-05, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (35) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (36) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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(39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 WAGE DETERMINATION

WD 05-2376 (Rev.-8) was first posted on www.wdol.gov on 08/04/2009

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2376
 Shirley F. Ebbesen Division of | Revision No.: 8
 Director Wage Determinations | Date Of Revision: 07/29/2009

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,
 Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and
 Weschester Counties only. See Wage Determination 1977-0225 for wage rates and
 fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	15.11	
01012 - Accounting Clerk II	18.22	
01013 - Accounting Clerk III	21.41	
01020 - Administrative Assistant	30.93	
01040 - Court Reporter	21.19	
01051 - Data Entry Operator I	14.10	
01052 - Data Entry Operator II	15.37	
01060 - Dispatcher, Motor Vehicle	25.16	
01070 - Document Preparation Clerk	15.56	
01090 - Duplicating Machine Operator	15.56	
01111 - General Clerk I	14.82	
01112 - General Clerk II	16.95	
01113 - General Clerk III	18.82	
01120 - Housing Referral Assistant	25.69	
01141 - Messenger Courier	11.97	
01191 - Order Clerk I	18.05	
01192 - Order Clerk II	21.67	
01261 - Personnel Assistant (Employment) I	18.21	
01262 - Personnel Assistant (Employment) II	20.36	
01263 - Personnel Assistant (Employment) III	23.27	
01270 - Production Control Clerk	23.27	
01280 - Receptionist	15.67	
01290 - Rental Clerk	17.89	
01300 - Scheduler, Maintenance	21.18	

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01311 - Secretary I	21.18
01312 - Secretary II	24.82
01313 - Secretary III	25.69
01320 - Service Order Dispatcher	20.00
01410 - Supply Technician	30.93
01420 - Survey Worker	20.79
01531 - Travel Clerk I	15.33
01532 - Travel Clerk II	16.61
01533 - Travel Clerk III	18.03
01611 - Word Processor I	17.46
01612 - Word Processor II	19.58
01613 - Word Processor III	21.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	13.98
11260 - Pruner	14.75
11270 - Tractor Operator	17.86
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	16.95
12000 - Health Occupations	
12010 - Ambulance Driver	22.72
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	23.30

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12015 - Certified Physical Therapist Assistant	21.63	
12020 - Dental Assistant	16.58	
12025 - Dental Hygienist	32.86	
12030 - EKG Technician	28.08	
12035 - Electroneurodiagnostic Technologist	28.08	
12040 - Emergency Medical Technician	24.99	
12071 - Licensed Practical Nurse I	21.16	
12072 - Licensed Practical Nurse II	23.69	
12073 - Licensed Practical Nurse III	23.81	
12100 - Medical Assistant	16.66	
12130 - Medical Laboratory Technician	20.30	
12160 - Medical Record Clerk	17.28	
12190 - Medical Record Technician	20.55	
12195 - Medical Transcriptionist	17.28	
12210 - Nuclear Medicine Technologist	35.64	
12221 - Nursing Assistant I	11.86	
12222 - Nursing Assistant II	14.72	
12223 - Nursing Assistant III	15.82	
12224 - Nursing Assistant IV	16.08	
12235 - Optical Dispenser	24.08	
12236 - Optical Technician	15.46	
12250 - Pharmacy Technician	14.20	
12280 - Phlebotomist	15.67	
12305 - Radiologic Technologist	28.08	
12311 - Registered Nurse I	32.07	
12312 - Registered Nurse II	37.21	
12313 - Registered Nurse II, Specialist	37.21	
12314 - Registered Nurse III	46.90	
12315 - Registered Nurse III, Anesthetist	46.90	
12316 - Registered Nurse IV	56.19	
12317 - Scheduler (Drug and Alcohol Testing)	26.17	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	24.58	
13012 - Exhibits Specialist II	31.89	
13013 - Exhibits Specialist III	37.24	
13041 - Illustrator I	26.51	
13042 - Illustrator II	32.31	
13043 - Illustrator III	36.45	
13047 - Librarian	37.25	
13050 - Library Aide/Clerk	15.79	
13054 - Library Information Technology Systems Administrator	31.89	
13058 - Library Technician	25.62	
13061 - Media Specialist I	22.91	
13062 - Media Specialist II	25.62	
13063 - Media Specialist III	28.57	
13071 - Photographer I	20.66	
13072 - Photographer II	24.10	
13073 - Photographer III	32.88	
13074 - Photographer IV	38.49	
13075 - Photographer V	46.55	
13110 - Video Teleconference Technician	22.73	
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.85	
14042 - Computer Operator II	21.07	
14043 - Computer Operator III	23.60	
14044 - Computer Operator IV	26.94	
14045 - Computer Operator V	28.92	
14071 - Computer Programmer I	(see I)	

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14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.85
14160 - Personal Computer Support Technician		26.94
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		37.07
15020 - Aircrew Training Devices Instructor (Rated)		43.48
15030 - Air Crew Training Devices Instructor (Pilot)		51.11
15050 - Computer Based Training Specialist / Instructor		37.07
15060 - Educational Technologist		32.90
15070 - Flight Instructor (Pilot)		51.11
15080 - Graphic Artist		32.06
15090 - Technical Instructor		31.44
15095 - Technical Instructor/Course Developer		38.34
15110 - Test Proctor		25.30
15120 - Tutor		25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.15
16030 - Counter Attendant		11.15
16040 - Dry Cleaner		13.72
16070 - Finisher, Flatwork, Machine		11.15
16090 - Presser, Hand		11.15
16110 - Presser, Machine, Drycleaning		11.15
16130 - Presser, Machine, Shirts		11.15
16160 - Presser, Machine, Wearing Apparel, Laundry		11.15
16190 - Sewing Machine Operator		14.57
16220 - Tailor		15.39
16250 - Washer, Machine		12.09
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.13
19040 - Tool And Die Maker		23.35
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.96
21030 - Material Coordinator		22.56
21040 - Material Expediter		22.56
21050 - Material Handling Laborer		16.41
21071 - Order Filler		15.58
21080 - Production Line Worker (Food Processing)		16.96
21110 - Shipping Packer		15.28
21130 - Shipping/Receiving Clerk		15.28
21140 - Store Worker I		14.45
21150 - Stock Clerk		18.11
21210 - Tools And Parts Attendant		16.96
21410 - Warehouse Specialist		16.96
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.47
23021 - Aircraft Mechanic I		26.16
23022 - Aircraft Mechanic II		27.47
23023 - Aircraft Mechanic III		28.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		23.13
23080 - Aircraft Worker		24.13
23110 - Appliance Mechanic		20.36
23120 - Bicycle Repairer		17.13

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23125 - Cable Splicer	36.53	
23130 - Carpenter, Maintenance	29.89	
23140 - Carpet Layer	27.10	
23160 - Electrician, Maintenance	37.18	
23181 - Electronics Technician Maintenance I	23.39	
23182 - Electronics Technician Maintenance II	29.17	
23183 - Electronics Technician Maintenance III	31.14	
23260 - Fabric Worker	27.45	
23290 - Fire Alarm System Mechanic	21.67	
23310 - Fire Extinguisher Repairer	22.51	
23311 - Fuel Distribution System Mechanic	29.94	
23312 - Fuel Distribution System Operator	24.73	
23370 - General Maintenance Worker	24.67	
23380 - Ground Support Equipment Mechanic	26.16	
23381 - Ground Support Equipment Servicer	23.13	
23382 - Ground Support Equipment Worker	24.13	
23391 - Gunsmith I	22.51	
23392 - Gunsmith II	25.12	
23393 - Gunsmith III	27.25	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.29	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.30	
23430 - Heavy Equipment Mechanic	24.95	
23440 - Heavy Equipment Operator	34.38	
23460 - Instrument Mechanic	29.17	
23465 - Laboratory/Shelter Mechanic	26.21	
23470 - Laborer	15.95	
23510 - Locksmith	20.31	
23530 - Machinery Maintenance Mechanic	23.95	
23550 - Machinist, Maintenance	20.81	
23580 - Maintenance Trades Helper	16.90	
23591 - Metrology Technician I	29.17	
23592 - Metrology Technician II	30.31	
23593 - Metrology Technician III	31.42	
23640 - Millwright	31.22	
23710 - Office Appliance Repairer	22.95	
23760 - Painter, Maintenance	25.47	
23790 - Pipefitter, Maintenance	32.88	
23810 - Plumber, Maintenance	32.93	
23820 - Pneuðraulic Systems Mechanic	27.25	
23850 - Rigger	23.53	
23870 - Scale Mechanic	25.12	
23890 - Sheet-Metal Worker, Maintenance	30.55	
23910 - Small Engine Mechanic	19.30	
23931 - Telecommunications Mechanic I	30.91	
23932 - Telecommunications Mechanic II	32.20	
23950 - Telephone Lineman	32.90	
23960 - Welder, Combination, Maintenance	20.93	
23965 - Well Driller	24.89	
23970 - Woodcraft Worker	25.72	
23980 - Woodworker	17.73	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	13.87	
24580 - Child Care Center Clerk	17.30	
24610 - Chore Aide	12.67	
24620 - Family Readiness And Support Services Coordinator	14.89	

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24630 - Homemaker	19.21	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	28.06	
25040 - Sewage Plant Operator	27.01	
25070 - Stationary Engineer	28.06	
25190 - Ventilation Equipment Tender	21.56	
25210 - Water Treatment Plant Operator	27.01	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	18.73	
27007 - Baggage Inspector	17.35	
27008 - Corrections Officer	30.97	
27010 - Court Security Officer	30.31	
27030 - Detection Dog Handler	20.36	
27040 - Detention Officer	30.97	
27070 - Firefighter	28.96	
27101 - Guard I	17.35	
27102 - Guard II	20.36	
27131 - Police Officer I	32.37	
27132 - Police Officer II	35.94	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	17.13	
28042 - Carnival Equipment Repairer	17.97	
28043 - Carnival Equipment Worker	14.67	
28210 - Gate Attendant/Gate Tender	14.99	
28310 - Lifeguard	11.94	
28350 - Park Attendant (Aide)	16.78	
28510 - Recreation Aide/Health Facility Attendant	18.95	
28515 - Recreation Specialist	20.80	
28630 - Sports Official	13.35	
28690 - Swimming Pool Operator	20.98	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	27.18	
29020 - Hatch Tender	27.18	
29030 - Line Handler	27.18	
29041 - Stevedore I	23.84	
29042 - Stevedore II	29.86	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.50	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.24	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.00	
30021 - Archeological Technician I	18.82	
30022 - Archeological Technician II	20.21	
30023 - Archeological Technician III	26.78	
30030 - Cartographic Technician	26.78	
30040 - Civil Engineering Technician	24.74	
30061 - Drafter/CAD Operator I	19.31	
30062 - Drafter/CAD Operator II	21.59	
30063 - Drafter/CAD Operator III	24.08	
30064 - Drafter/CAD Operator IV	29.66	
30081 - Engineering Technician I	19.98	
30082 - Engineering Technician II	22.47	
30083 - Engineering Technician III	25.28	
30084 - Engineering Technician IV	31.22	
30085 - Engineering Technician V	38.08	
30086 - Engineering Technician VI	46.07	
30090 - Environmental Technician	22.90	
30210 - Laboratory Technician	21.67	
30240 - Mathematical Technician	26.78	
30361 - Paralegal/Legal Assistant I	22.19	

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30362 - Paralegal/Legal Assistant II	27.47
30363 - Paralegal/Legal Assistant III	33.62
30364 - Paralegal/Legal Assistant IV	40.67
30390 - Photo-Optics Technician	26.78
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	25.11
30492 - Unexploded Ordnance (UXO) Technician II	30.38
30493 - Unexploded Ordnance (UXO) Technician III	36.41
30494 - Unexploded (UXO) Safety Escort	25.11
30495 - Unexploded (UXO) Sweep Personnel	25.11
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.08
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.80
31364 - Truckdriver, Tractor-Trailer	23.80
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	34.64
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.75
99710 - Recycling Laborer	17.98
99711 - Recycling Specialist	20.54
99730 - Refuse Collector	16.69
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	15.07
99830 - Survey Party Chief	23.44
99831 - Surveying Aide	15.32
99832 - Surveying Technician	20.21
99840 - Vending Machine Attendant	19.20
99841 - Vending Machine Repairer	23.47
99842 - Vending Machine Repairer Helper	18.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder, and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

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not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

09/22/2009 15:14 7185225197

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER R17 4090610		PAGE 1 OF 22	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 09/10/2009	4. ORDER NUMBER P1774090610	5. SOLICITATION NUMBER Q17 4090610
7. FOR SOLICITATION INFORMATION CALL: Linda Richardson		8. OFFER DUE DATE: 09/24/2009 LOCAL TIME 12:00 pm	

9. INFORMATION CALL:
CODE 17740

NER - GATE - Gateway National Recreation Area - Jamaica Bay Unit
Gateway Jamaica Bay Unit
Floyd Bennett Field
Brooklyn, NY 11204
TEL: (718) 330-3339 ext.
FAX: (718) 330-8680 ext.

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE: 100.0 % FOR

SMALL BUSINESS

HUBZONE SMALL BUSINESS

8(A)

NAICS: 562919
SIZE STANDARD: 10,000,001-1: 800,001

11. DELIVERY FOR FOOD DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

10 days	%
20 days	%
30 days	%
45 days	%

13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFP IFB RFQ

15. DELIVER TO CODE 17740

NER - GATE - Gateway National Recreation Area - Jamaica Bay Unit
Gateway Jamaica Bay Unit, Floyd Bennett Field
Brooklyn, NY 11204
Attn: Patrick Brady

16. ADMINISTERED BY CODE 17700

NER - GATE - Gateway National Recreation Area
210 New York Ave.
Staten Island, NY 10305

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE

SUNSHINE ENVIRONMENTAL, INC.
65 FLUSHING AVE UNIT 348
BROOKLYN, NY 11203-1094
TELEPHONE NO. (516) 643-3973 ext.

18a. PAYMENT WILL BE MADE BY CODE 17700

NER - GATE - Gateway National Recreation Area
210 New York Ave.
Staten Island, NY 10305

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse side or Attach Additional Sheets as Necessary)					

9. ACCOUNTING AND APPROPRIATION DATA

2009 - - - 1774 - - 2522 - - 82M - - - 1004 - - - - -

26. TOTAL AWARD AMOUNT (For Govt Use Only)
\$ 5,800.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 22.212-1, 22.212-4, FAR 22.212-5 AND 22.212-5 AF ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 22.212-4, FAR 22.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

28. AWARD OF CONTRACT REF. OFFER DATED INCLUDING AN HEREIN, IS ACCEPTED AS TO ITEMS:

29. SIGNATURE OF OFFEROR/CONTRACTOR

30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31. NAME AND TITLE OF SIGNER (Type or print)
LINDA A. VAMINGREN
PRESIDENT

30b. DATE SIGNED
9/22/09

31a. NAME OF CONTRACTING OFFICER (Type or print)
Yeny A. Reyes

31b. DATE SIGNED
09/21/09

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
R1774090616

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2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 09/18/2009 4. ORDER NUMBER P1774090616 5. SOLICITATION NUMBER Q1774090616 6. SOLICITATION ISSUE DATE 06/23/2009

FOR SOLICITATION
 INFORMATION CALL:
 9. ISSUED BY CODE 17740

a. NAME Linda Richardson b. TELEPHONE NUMBER (No collect calls) (718) 354-4629 ext.

8. OFFER DUE DATE/ LOCAL TIME 07/24/2009 12:00 am

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 562910
 SIZE STANDARD: 10,000,001-17,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 17740
 NER - GATE - Gateway National Recreation Area - Jamaica Bay Unit
 Gateway Jamaica Bay Unit, Floyd Bennett Field
 Brooklyn, NY 11234
 Attn: Patrick Brady

16. ADMINISTERED BY CODE 17700
 NER - GATE - Gateway National Recreation Area
 210 New York Ave.
 Staten Island, NY 10305

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE
 SUNSHINE ENVIRONMENTAL, INC.
 63 FLUSHING AVE UNIT 345
 BROOKLYN, NY 11205-1084
 TELEPHONE NO. (516) 643-3973 ext.

18a. PAYMENT WILL BE MADE BY CODE 17700
 NER - GATE - Gateway National Recreation Area
 210 New York Ave.
 Staten Island, NY 10305

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
 OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA
 2009 - - - 1774 - - 252Z - - SZM - - - 1004 - - - - -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
 \$ 5,600.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER
 DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 Yeny A. Reyes 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT <i>(Location)</i>	
	42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Line Item Summary	Document Number P1774090616	Title Redmediation of Building 98	Page 3 of 22
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Total Funding: \$5,600.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009		1774		252Z		SZM			1004		
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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PLEASE CONTACT GUS HALOUVAS AT 718-338-3760 OR JOSEPH GREEN AT 718-338-3338

0001	Remediation of Building 98 (Clean up bird droppings in Building 98)	07/31/2009	1.00	job	\$5,600.000	\$ 5,600.00
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SOW attached

Ref Req No: R1774090616

Funding Information:

2009 - - - 1774 - - 252Z - - SZM - - - 1004 - - - - -
\$5,600.00

Total Cost: \$5,600.00

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-07	Central Contractor Registration	April 2008

I.2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH 2009

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and

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10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I.3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS JUNE 2009

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

(6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

(7) [Reserved]

(8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (33) 52.225-05, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (35) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (36) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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(39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 WAGE DETERMINATION

WD 05-2376 (Rev.-8) was first posted on www.wdol.gov on 08/04/2009

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen | Wage Determination No.: 2005-2376
 Director | Division of | Revision No.: 8
 Wage Determinations | Date Of Revision: 07/29/2009

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and Westchester Counties only. See Wage Determination 1977-0225 for wage rates and fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	15.11	
01012 - Accounting Clerk II	18.22	
01013 - Accounting Clerk III	21.41	
01020 - Administrative Assistant	30.93	
01040 - Court Reporter	21.19	
01051 - Data Entry Operator I	14.10	
01052 - Data Entry Operator II	15.37	
01060 - Dispatcher, Motor Vehicle	25.16	
01070 - Document Preparation Clerk	15.56	
01090 - Duplicating Machine Operator	15.56	
01111 - General Clerk I	14.82	
01112 - General Clerk II	16.95	
01113 - General Clerk III	18.82	
01120 - Housing Referral Assistant	25.69	
01141 - Messenger Courier	11.97	
01191 - Order Clerk I	18.05	
01192 - Order Clerk II	21.67	
01261 - Personnel Assistant (Employment) I	18.21	
01262 - Personnel Assistant (Employment) II	20.36	
01263 - Personnel Assistant (Employment) III	23.27	
01270 - Production Control Clerk	23.27	
01280 - Receptionist	15.67	
01290 - Rental Clerk	17.89	
01300 - Scheduler, Maintenance	21.18	

01311 - Secretary I	21.18
01312 - Secretary II	24.82
01313 - Secretary III	25.69
01320 - Service Order Dispatcher	20.00
01410 - Supply Technician	30.93
01420 - Survey Worker	20.79
01531 - Travel Clerk I	15.33
01532 - Travel Clerk II	16.61
01533 - Travel Clerk III	18.03
01611 - Word Processor I	17.46
01612 - Word Processor II	19.58
01613 - Word Processor III	21.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	13.98
11260 - Pruner	14.75
11270 - Tractor Operator	17.86
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	16.95
12000 - Health Occupations	
12010 - Ambulance Driver	22.72
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	23.30

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12015 - Certified Physical Therapist Assistant	21.63	
12020 - Dental Assistant	16.58	
12025 - Dental Hygienist	32.86	
12030 - EKG Technician	28.08	
12035 - Electroneurodiagnostic Technologist	28.08	
12040 - Emergency Medical Technician	24.99	
12071 - Licensed Practical Nurse I	21.16	
12072 - Licensed Practical Nurse II	23.69	
12073 - Licensed Practical Nurse III	23.81	
12100 - Medical Assistant	16.66	
12130 - Medical Laboratory Technician	20.30	
12160 - Medical Record Clerk	17.28	
12190 - Medical Record Technician	20.55	
12195 - Medical Transcriptionist	17.28	
12210 - Nuclear Medicine Technologist	35.64	
12221 - Nursing Assistant I	11.86	
12222 - Nursing Assistant II	14.72	
12223 - Nursing Assistant III	15.82	
12224 - Nursing Assistant IV	16.08	
12235 - Optical Dispenser	24.08	
12236 - Optical Technician	15.46	
12250 - Pharmacy Technician	14.20	
12280 - Phlebotomist	15.67	
12305 - Radiologic Technologist	28.08	
12311 - Registered Nurse I	32.07	
12312 - Registered Nurse II	37.21	
12313 - Registered Nurse II, Specialist	37.21	
12314 - Registered Nurse III	46.90	
12315 - Registered Nurse III, Anesthetist	46.90	
12316 - Registered Nurse IV	56.19	
12317 - Scheduler (Drug and Alcohol Testing)	26.17	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	24.58	
13012 - Exhibits Specialist II	31.89	
13013 - Exhibits Specialist III	37.24	
13041 - Illustrator I	26.51	
13042 - Illustrator II	32.31	
13043 - Illustrator III	36.45	
13047 - Librarian	37.25	
13050 - Library Aide/Clerk	15.79	
13054 - Library Information Technology Systems Administrator	31.89	
13058 - Library Technician	25.62	
13061 - Media Specialist I	22.91	
13062 - Media Specialist II	25.62	
13063 - Media Specialist III	28.57	
13071 - Photographer I	20.66	
13072 - Photographer II	24.10	
13073 - Photographer III	32.88	
13074 - Photographer IV	38.49	
13075 - Photographer V	46.55	
13110 - Video Teleconference Technician	22.73	
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.85	
14042 - Computer Operator II	21.07	
14043 - Computer Operator III	23.60	
14044 - Computer Operator IV	26.94	
14045 - Computer Operator V	28.92	
14071 - Computer Programmer I	(see I)	

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.85
14160 - Personal Computer Support Technician		26.94
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		37.07
15020 - Aircrew Training Devices Instructor (Rated)		43.48
15030 - Air Crew Training Devices Instructor (Pilot)		51.11
15050 - Computer Based Training Specialist / Instructor		37.07
15060 - Educational Technologist		32.90
15070 - Flight Instructor (Pilot)		51.11
15080 - Graphic Artist		32.06
15090 - Technical Instructor		31.44
15095 - Technical Instructor/Course Developer		38.34
15110 - Test Proctor		25.30
15120 - Tutor		25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.15
16030 - Counter Attendant		11.15
16040 - Dry Cleaner		13.72
16070 - Finisher, Flatwork, Machine		11.15
16090 - Presser, Hand		11.15
16110 - Presser, Machine, Drycleaning		11.15
16130 - Presser, Machine, Shirts		11.15
16160 - Presser, Machine, Wearing Apparel, Laundry		11.15
16190 - Sewing Machine Operator		14.57
16220 - Tailor		15.39
16250 - Washer, Machine		12.09
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.13
19040 - Tool And Die Maker		23.35
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.96
21030 - Material Coordinator		22.56
21040 - Material Expediter		22.56
21050 - Material Handling Laborer		16.41
21071 - Order Filler		15.58
21080 - Production Line Worker (Food Processing)		16.96
21110 - Shipping Packer		15.28
21130 - Shipping/Receiving Clerk		15.28
21140 - Store Worker I		14.45
21150 - Stock Clerk		18.11
21210 - Tools And Parts Attendant		16.96
21410 - Warehouse Specialist		16.96
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.47
23021 - Aircraft Mechanic I		26.16
23022 - Aircraft Mechanic II		27.47
23023 - Aircraft Mechanic III		28.84
23040 - Aircraft Mechanic Helper		21.12
23050 - Aircraft, Painter		23.33
23060 - Aircraft Servicer		23.13
23080 - Aircraft Worker		24.13
23110 - Appliance Mechanic		20.36
23120 - Bicycle Repairer		17.13

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23125 - Cable Splicer	36.53
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	27.45
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	22.51
23311 - Fuel Distribution System Mechanic	29.94
23312 - Fuel Distribution System Operator	24.73
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	26.16
23381 - Ground Support Equipment Servicer	23.13
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	22.51
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.30
23430 - Heavy Equipment Mechanic	24.95
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	29.17
23465 - Laboratory/Shelter Mechanic	26.21
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	29.17
23592 - Metrology Technician II	30.31
23593 - Metrology Technician III	31.42
23640 - Millwright	31.22
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	25.47
23790 - Pipefitter, Maintenance	32.88
23810 - Plumber, Maintenance	32.93
23820 - Pneudraulic Systems Mechanic	27.25
23850 - Rigger	23.53
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	32.90
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	25.72
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.89

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24630 - Homemaker	19.21	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	28.06	
25040 - Sewage Plant Operator	27.01	
25070 - Stationary Engineer	28.06	
25190 - Ventilation Equipment Tender	21.56	
25210 - Water Treatment Plant Operator	27.01	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	18.73	
27007 - Baggage Inspector	17.35	
27008 - Corrections Officer	30.97	
27010 - Court Security Officer	30.31	
27030 - Detection Dog Handler	20.36	
27040 - Detention Officer	30.97	
27070 - Firefighter	28.96	
27101 - Guard I	17.35	
27102 - Guard II	20.36	
27131 - Police Officer I	32.37	
27132 - Police Officer II	35.94	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	17.13	
28042 - Carnival Equipment Repairer	17.97	
28043 - Carnival Equipment Worker	14.67	
28210 - Gate Attendant/Gate Tender	14.99	
28310 - Lifeguard	11.94	
28350 - Park Attendant (Aide)	16.78	
28510 - Recreation Aide/Health Facility Attendant	18.95	
28515 - Recreation Specialist	20.80	
28630 - Sports Official	13.35	
28690 - Swimming Pool Operator	20.98	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	27.18	
29020 - Hatch Tender	27.18	
29030 - Line Handler	27.18	
29041 - Stevedore I	23.84	
29042 - Stevedore II	29.86	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.50	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.24	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.00	
30021 - Archeological Technician I	18.82	
30022 - Archeological Technician II	20.21	
30023 - Archeological Technician III	26.78	
30030 - Cartographic Technician	26.78	
30040 - Civil Engineering Technician	24.74	
30061 - Drafter/CAD Operator I	19.31	
30062 - Drafter/CAD Operator II	21.59	
30063 - Drafter/CAD Operator III	24.08	
30064 - Drafter/CAD Operator IV	29.66	
30081 - Engineering Technician I	19.98	
30082 - Engineering Technician II	22.47	
30083 - Engineering Technician III	25.28	
30084 - Engineering Technician IV	31.22	
30085 - Engineering Technician V	38.08	
30086 - Engineering Technician VI	46.07	
30090 - Environmental Technician	22.90	
30210 - Laboratory Technician	21.67	
30240 - Mathematical Technician	26.78	
30361 - Paralegal/Legal Assistant I	22.19	

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30362 - Paralegal/Legal Assistant II	27.47
30363 - Paralegal/Legal Assistant III	33.62
30364 - Paralegal/Legal Assistant IV	40.67
30390 - Photo-Optics Technician	26.78
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	25.11
30492 - Unexploded Ordnance (UXO) Technician II	30.38
30493 - Unexploded Ordnance (UXO) Technician III	36.41
30494 - Unexploded (UXO) Safety Escort	25.11
30495 - Unexploded (UXO) Sweep Personnel	25.11
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.08
30621 - Weather Observer, Senior	(see 2) 26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.80
31364 - Truckdriver, Tractor-Trailer	23.80
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	34.64
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.75
99710 - Recycling Laborer	17.98
99711 - Recycling Specialist	20.54
99730 - Refuse Collector	16.69
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	15.07
99830 - Survey Party Chief	23.44
99831 - Surveying Aide	15.32
99832 - Surveying Technician	20.21
99840 - Vending Machine Attendant	19.20
99841 - Vending Machine Repairer	23.47
99842 - Vending Machine Repairer Helper	18.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

	Document No. P1774090616	Document Title Redmediation of Building 98	Page 22 of 22
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not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

02/04/09

JAMAICA BAY UNIT
GATEWAY NRA

Park Management Plan

I. Funding

A. O&M Funding

PAMP formulations for the Jamaica Bay Unit for O & M work are based on projected spending of \$4.4M from ONPS base funding, housing income, utilities income and reimbursable accounts. In FY-08 actual funding levels will be provided, at a minimum, as follows:

	ONPS	Housing	Other \$ Sources
Labor (permanent & seasonal)	2,438,031	26,600	339,571
Materials & supplies	225,500	20,000	
Maintenance contracts	100,000	75,000	
Maintenance awards	Unknown at this time		
Maintenance training	Unknown at this time		
			UTILITIES 750,000
GRAND TOTAL	\$ 3, 974,702		

Note : Costs are projections using FY-08 costs. There may be some adjustments needed as we move forward.

B. Project Funding

PAMP formulations for the Jamaica Bay Unit for Deferred Maintenance (DM) and Component Renewal (CR) are projected at an average of \$1.5M per year. The following projects have been funded and are to be implemented in order to reduce backlog maintenance of "prioritized assets" in PAMP bands #1 & 2 for this park / unit.

PMIS #	Project Title	Asset / API	\$ Available	Fund Source
20535	Repair Roof Building 217- 218	28500/35 28501/35	126,000	FLREA
105944	Re-roof Building 272 FBF	31385/70	62,350	FLREA
77571	Demolition STP FBF Sludge Issue	45349/0	265,000	R/R
23605	Demolition Building 85 FBF	45523/0	419,999	R/R
62878	Rehab Restrooms/Porch Canarsie Pier Visitor Center	42837/52	137,742	FLREA
135755	Repair Roof and electrical system Building 30 Lift Station FBF	42345/70	75,000	R/R
75094	Repair porches Building 70 Ecology Village	31375/71	105,000	FLREA
91033	Repair Storm Drains FT. Tilden/Riis Park	81605/78	201,300	FLREA
	Mold Remediation Quarters 136 Fort Tilden	42895/48	25,000	QTS
	Replace Siding Quarters 1-5 FBF	42822/7	75,000	QTS
TOTAL PROJECT FUNDING			\$ 1,492,391	

II. Maintenance Work Plan

A. O&M Work

Funds will be used for O&M work in accordance with the prescriptions outlined in the PAMP for this park / unit, as summarized below:

Asset Priority Level & Description	Asset Count**	Ops	RM	PM	Total
(1) Most Important; Best Condition	24	100%	75%	100%	95%
(2) Important; Best/Good Condition	49	67%	71%	71%	69%
(3) Supporting; Best/ Good/Fair Condition	112	20%	5%	5%	13%
(4) Lower Priority	59	15%	1%	1%	8%
(5) Lowest Priority	170	0%	0%	0%	0%
Total O&M Requirement	414	24%	19%	21%	23%

B. Project Management

1. Funds available for backlog maintenance will be used in a timely and efficient manner to improve the FCI of “prioritized assets.”
2. All asset-related projects will be planned and carried out in full compliance with applicable resource management laws and regulations.
3. All asset-related projects will be planned and carried out in compliance with applicable environmental laws and regulations and will advance the goals set forth in the park Environmental Management Plan.
4. All asset-related projects will be completed on time, within budget and with intended results.

III. Program Management & Supervision

A. FMSS

1. Maintenance of all park assets will be planned, scheduled, and tracked using FMSS.
2. The condition of all park assets will be recorded and updated on an annual basis using FMSS.
3. Funding requirements for all component renewal needed on “prioritized assets” within the next 5 years will be entered in PMIS.

B. Supervision

1. All employees will have a current and accurate EPAP and will receive timely and meaningful feedback on their performance.
2. All employees will receive essential training and will be eligible for specialized training to improve the efficiency and effectiveness of the maintenance program.
3. Employees will receive awards and recognition for their performance in accordance with a fair and accountable awards and recognition program.
4. All cases of misconduct or failure to perform in accordance with established standards will be addressed in a timely and appropriate manner by supervisors.

C. Position Management

1. The organizational structure, types of positions and number of positions in the maintenance division will follow the model outlined in the HAPA PPE report.
2. Changes in the maintenance organization will not be made without concurrence of the HAPA Program Manager and approval by the Superintendent.

D. Park-specific requirements

1. All maintenance employees will fully participate in the park / unit safety program.
2. All maintenance employees will fully support activities and best practices identified in the GATE environmental management plan.
3. All maintenance employees will wear their uniforms in accordance with NPS policy and regulations.

IV. Unit Management

A. Advisor to the Superintendent

1. The Facility Manager will brief the Superintendent on progress made in accordance with this plan.

2. The Facility Manager will provide timely, accurate and essential information regarding decisions that affect or require the use of park assets.
3. The Facility Manager will review and/or oversee input of all PMIS projects that affect park assets.

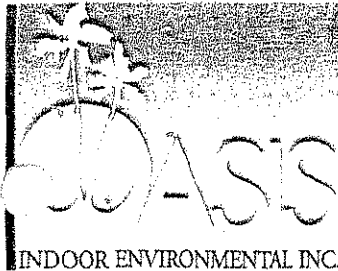
B. Member of the Unit Senior Management Team

1. The Facility Manager will fully participate in the work of the Senior Management Team including, but not limited to: budget preparation, ranking of projects, oversight of the safety program, and park planning.
2. The Facility Manager will support and facilitate execution of the park mission.

C. Other Management Activity

1. The Facility Manager will oversee and coordinate facility management in park concessions and park leased assets.
2. As directed by the Superintendent, the Facility Manager will ensure that suitable and functional facilities are made available and properly maintained for use by the USPP.
3. As approved by the Superintendent, the Facility Manager will participate in activities outside the Unit including, but not limited to: development of the park GMP and development and implementation of Core Ops Analysis.

ff



INDOOR ENVIRONMENTAL INC.

78-19 90TH Avenue Woodhaven, NY 11421 P 718.277.5551 F 718.277.5552 C 917.670.1064

Indoor Air Quality Testing

Mold Inspections & Testing

Moisture Intrusion Investigations

Council-Certified Indoor Environmentalist

LEED Certified / Green Building Compliance

Project #0902014 GATEWAY

For the location:
Gateway Recreation Area
Bldg. 98, Bldg. 69, and Fort Tilden

February 17, 2009

To Whom It May Concern:

I visited the location on February 5, 2009 in order to perform a mold and indoor air quality inspection of three buildings. This involved a full inspection of Building 98, 69, and a work shed at Fort Tilden. As part of this inspection mold testing was performed. A total of 12 samples were taken for mold. 8 were taken in building 98 (two on each floor including basement), 2 at building 69, one at Fort Tilden, and one for outdoor comparison. The results of the inspection and testing are as follows:

BUILDING 98

The results of the mold inspection showed no concern for airborne mold spores in any of the areas. The airborne spore levels were very low and similar to that found outdoors, which normally blows in and out with the opening and closing of doors and windows.

The building with the exception of the basement can be described as:

Condition 1 (normal fungal ecology) – an indoor environment that may have settled spores, fungal fragments, or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

There were however some issues which can be given attention in order to improve overall air quality.

The basement area is an area where water regularly seeps in due to tidal shifts. To mitigate this, the basement has been trenched and sumps installed to pump the water out. This area is an area which is constantly damp and will always have poor air quality. While airborne mold spore levels were not high there is the potential for this to change as the climate grows warmer and more humid. While the basement was quite clear of debris, there were some areas where old walls were still up and materials were decaying. I would recommend that all debris and decaying building materials be removed and disposed of. Any organic materials such as cardboard, sheetrock, and wood will serve as a food source for mold to grow on. With the dampness of this area providing sufficient moisture these organic materials are already moldy and will likely get worse over time.

While I would not be worried about momentary entry into this area to adjust building systems and do light work in this area, in it's current condition the basement area does have visible mold and can be described as:

Condition 3 (actual growth) – an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

As an overall mitigation and containment of this basement area, I recommend that sufficient exhaust be installed to keep the basement area negatively pressurized in relation to the rest of the building. This means that the air in the building will be encouraged to go into the basement instead of the air and odor of the basement coming out into the stairwells and spaces of the occupied part of the building. The cubic footage of the basement will need to be measured and sufficiently sized fans installed to run 24 hours and keep this area contained under negative pressure.

Check The Health of Your Building!

www.OasisIE.com

I would recommend having a professional mold remediator do the clearing of the debris in the basement area. A professional mold remediator will be able to protect his workers properly with Personal Protective Equipment (PPE) and will not cross-contaminate into occupied parts of the building.

There is also a concern for the great amount of bird droppings that have accumulated in the rear stairwell. It is good that this area has been closed off and is no longer used. However, on many floors the door to this stairwell was ajar and there were broken windows and other penetrations into this space. Such openings and penetrations can allow for mold and bacteria from the droppings to seep into the occupied spaces of the building. I recommend a full remediation of this stairwell. In the meantime all doors and penetrations to the stairwell need to be completely sealed off.

The asbestos in this building has reportedly been inspected and mitigated (encapsulated) for future abatement.

BUILDING 69

Building 69 had no apparent air quality issues. The mold testing in this building showed no elevated airborne mold spore levels.

This area can be described as:

Condition 1 (normal fungal ecology) – an indoor environment that may have settled spores, fungal fragments, or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

FORT TILDEN

The small maintenance building I investigate at Fort Tilden was in very poor condition. There was visible mold and stagnant water as well as a lot of debris and garbage which is conducive to rodent inhabitation. Mold testing in this area did not show elevated airborne mold spore levels, but the areas of visible mold were quite apparent. In addition, the ventilation system for this building was black with either soot or build up of dust. I would not operate the ventilation system until it has been completely cleaned out or replaced. Before this building is used again as an office I would recommend professional mold remediation and "gutting" of the bathroom area and ventilation system to be replaced with new.

This area can be described as:

Condition 3 (actual growth) – an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

METHODOLOGY

Moisture Testing

In performing this inspection a Protimeter MMS moisture meter was used in the non-invasive and pin modes. This meter reads the moisture level of walls and other building materials. In the non-invasive mode the meter will indicate DRY, AT RISK, or WET. Using penetrating pins an actual Wood Moisture or Wood Moisture Equivalent percentage can be gotten. Any percentage above 16% is considered at risk for mold growth. It is at this level and certainly any percentage above 20% that enough moisture is available for mold to grow.

Mold Sampling

Sampling of the air was performed using Air-O-Cell spore trap cassettes set for 5 minute samples at 15 liters per minute (total sample volume of 75 liters). These volumes and methods are per AIHA recommendations for mold sampling. All samples were packaged and shipped overnight priority along to a completed chain of custody to EMLAB P&K laboratory in Cherry Hill, NJ.

DESCRIPTION OF CONDITIONS

According to IICRC S520 – Standard and Reference Guide for Professional Mold Remediation, indoor environments relative to mold are characterized by the following Conditions:

Condition 1 (normal fungal ecology) – an indoor environment that may have settled spores, fungal fragments, or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

Condition 2 (settled spores) – an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area and which may have traces of actual growth.

Condition 3 (actual growth) – an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Most of the fungi detected in typical indoor investigations are considered common to both indoor and outdoor environments. Research indicates that typical indoor levels for indoor fungal bioaerosols are below a total 300 CFU/m³. With the exception of *Cladosporium*, no individual organism should contribute more than 50 CFU/m³ to the total. *Cladosporium* is considered an extremely common fungus, capable of significant fluctuation in transient airborne concentration. Concentrations exceeding 300 CFU/m³ ...should incite some additional level of investigation with respect to a potential bias from prominent outdoor bioaerosols, inadequate air filtration, poor housekeeping, excessive indoor humidity and/or micro-humidity environments and/or potential indigenous contamination sources. (*IAQA 01-2000 Recommended Guidelines for Indoor Environments*)

For naturally ventilated buildings, levels of mold indoors are expected to more closely parallel that outdoors. Also, types found indoors should be the same as those found outdoors.

In general, air samples should be free of appreciable numbers of infectious and toxigenic microorganisms. Most types of mold may be considered to be toxigenic to some degree, but several have been shown to possess more potent toxins and/or pathogenic determinants and therefore are of special concern in indoor air. Examples of organisms of concern include *Actinomyces*, *Stachybotrys chartarum/atra* and *Aspergillus fumigatus*. (*Guide to Microorganisms and Indoor Biological Contamination* – Northeast Laboratory Services)

A useful method for interpreting microbiological results is to compare the kinds and levels of organisms detected in different environments. Usual comparisons are: indoors to outdoors or complaint areas to non-complaint areas. Specifically, in buildings without mold problems, the qualitative diversity of airborne fungi indoors and outdoors should be similar. Conversely, the dominating presence of one or two kinds of fungi indoors and the absence of the same kind outdoors may indicate a moisture problem and degraded air quality. Also, the consistent presence of fungi such as *Stachybotrys chartarum*, *Aspergillus versicolor*, or various *Penicillium* species over and beyond background concentrations may indicate the occurrence of a moisture problem that should be addressed and a potential atypical exposure. Generally, indoor mold types should be similar and levels should be no greater than outdoors and non-complaint areas. Analytical results from bulk material or dust samples may also be compared to results of similar samples collected from reasonable comparison areas. (*American Industrial Hygiene Association*)

RISK ASSESSMENT

Based on my inspection, air testing, and experience I do not see a need for concern to human health in the occupied portions of buildings 98 or 69. I do not however, recommend long term exposure to the contaminated stairwell in 98 the basement area of 98 or the building at Fort Tilden. This is especially true for those who may have respiratory compromises or otherwise immunocompromised.

If anyone is experiencing ill health as a result of exposure to these spaces I encourage them to share the contents of this report with their doctor or respiratory specialist.

Comparison with Existing Standards or Guidelines

"In the U.S., no federal agency has clear authority to regulate exposure to biological agents associated with building related illnesses (BRIs). The OSHA General Duty Clause and Hazard Communication Standard have been used to resolve indoor environmental quality (IEQ) problems, for example, to protect remediation workers and building occupants during clean-up operations and to inform building occupants of probable exposure to significant amounts of potentially harmful biological agents.

By far, comparison of an environmental measurement with an existing standard is the simplest method to interpret data. Providing data are collected in the manner that was used to establish a standard, a measurement and a standard can be compared directly and an immediate determination can be made as to whether the sample exceeded the limit. However, there are no standards that specify acceptable concentrations for airborne materials of biological origin other than those that have been studied in certain manufacturing environments.

ACGIH recommends gathering the best data possible and using knowledge, experience, expert opinion, logic, and common sense to interpret information and design control and remediation strategies." (*"Bioaerosols: Assessment and Control"* - American Conference of Governmental Industrial Hygienists [ACGIH], 1999)

ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) offers the following definition of acceptable IAQ (Indoor Air Quality):

"air in which there are no known contaminants at harmful concentrations as determined by cognizant authorities and with which a substantial majority (80% or more) of the people exposed do not express dissatisfaction." - *ASHRAE Standard 62-2001*

Risk Assessment and Risk Management Considerations

Risk assessment for mold is currently difficult due to limited information and research conducted on mold inhalation. Much of the toxicological data on mycotoxins is related to ingestion exposure, and extrapolation to indoor inhalation exposures introduce further uncertainties. At this time, inadequate data exists to accurately predict the risk associated with human inhalation exposure to mycotoxins in non-agricultural indoor environments.

Specific dose response for inhalation is difficult to determine and currently is limited. Hundreds of mycotoxic agents have been identified and need further study. Toxicity varies greatly among different fungi by the kinds of mycotoxins they produce and the conditions in which they are produced. The mycotoxin dose required to cause specific effect varies with the toxin, the experimental animal, and the administration route. The widely varied sensitivities among different animal species make extrapolating data to humans problematic.

People who are most likely to be affected by indoor molds include genetically sensitive individuals, infants, the elderly, and people with inflammatory lung diseases. Immune compromised individuals are susceptible to infections from indoor molds. Hospitals with immune compromised individuals, especially with cancer and HIV, are at risk. Additionally, people that have tested positive for mold allergies are at greater risk for mold related disease.

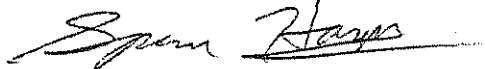
Individuals exposed to a combination of pollutants are also at greater risk for developing diseases related to indoor mold exposure. Studies have shown that exposure to a variety of airborne pollutants can increase a persons susceptibility to disease. Combustion products, tobacco smoke, and other non-biological pollutants are important. Non-biological pollutants can have the same inflammatory effect as biological agents. Both pollutants are often found in the same environment and can have an additive affect. Additionally, mold allergens, mycotoxins and b-(1Æ3)-D-glucans may have a synergistic effect on the immune system. The effect of other biological agents such as dust mites and endotoxin may also be additive. Determining exposure scenarios and additive effects is very complex, which underscores the need to keep exposure to a minimum. (*"Exposure to Environmental Hazards"* - University of Minnesota - Environmental and Occupational Health)

CONCLUSION

Following this report is the lab data from the mold sampling that was done.

If you have any other questions, or if I can be of any further assistance, please don't hesitate to ask. It has been a pleasure to serve as your Indoor Environmental Professional.

Good Indoor Health to You!

A handwritten signature in black ink, appearing to read "Spencer Humpy", written over a horizontal line.

Spencer Humpy - President, CIE, CMC
Oasis Indoor Environmental, Inc.

BUILDING 98



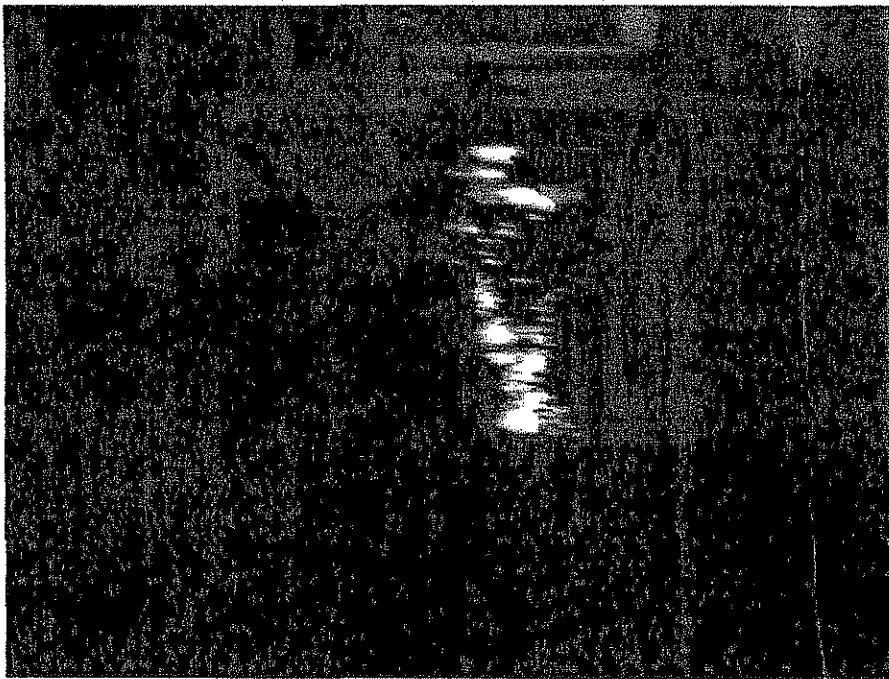
Door into the contaminated stairwell that is ajar and has broken windows



Stairwell contaminated with bird droppings.



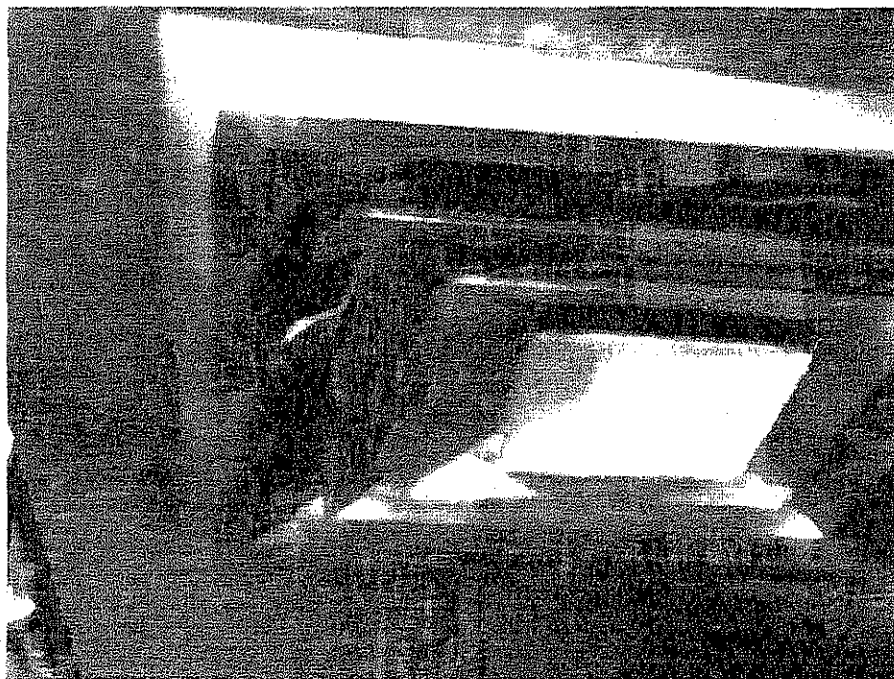
The basement area is an area which has a chronic water intrusion problem. The actual water intrusion has been mitigated, but the area needs to be cleaned of all moldy materials and materials that can get moldy. In addition, the basement area needs to be contained under negative air pressure in relation to the rest of the building.



FORT TILDEN



Building at Fort Tilden that had numerous air/environmental quality issues such as stagnating water, mold, and an unusable ventilation system (below)





EMLab P&K

Report for:

Mr. Spencer Hampy
Oasis Indoor Environmental, Inc.
78-19 90th Ave.
Woodhaven, NY 11421

Regarding: Project Gateway; 0902014
EML ID: 510927

Approved by:

Lab Director
Michael Berg

Dates of Analysis:
Spore trap analysis: 02-09-2009

Project SOPs: Spore trap analysis (1100000)

This coversheet is included with your report in order to comply with AIHA and ISO accreditation requirements.

For clarity, we report the number of significant digits as calculated; but, due to the nature of this type of biological data, the number of significant digits that is used for interpretation should generally be one or two. All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank corrections of results is not a standard practice. The results relate only to the items tested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Document Number: 200091 - Revision Number: 5

Client: Oasis Indoor Environmental, Inc.
C/O: Mr. Spencer Hampy
Re: Gateway: 0902014

Date of Submittal: 02-05-2009
Date of Receipt: 02-06-2009
Date of Report: 02-09-2009

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	1: 98 B NW BSMT NW Entry		2: 98 B CNT BSMT CNT		3: 98 1 NW 1st Flr NW Entry		4: 98 1 CNT 1st Flr Center	
Comments (see below)	None		None		None		None	
Lab ID-Version†:	2259379-1		2259380-1		2259381-1		2259382-1	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria								
Arthrinium								
Ascospores*								
Aureobasidium								
Basidiospores*							1	53
Bipolaris/Drechslera group								
Botrytis								
Chaetomium	1	13						
Cladosporium	1	53			1	53	24	1,300
Curvularia								
Epicoccum								
Fusarium								
Myrothecium								
Nigrospora								
Other colorless								
Penicillium/Aspergillus types†	3	160	1	53	2	110	4	210
Phthomyces								
Rusts*								
Smuts*, Periconia, Myxomycetes*							2	27
Stachybotrys								
Stemphylium								
Torula								
Ulocladium								
Zygomycetes								
Background debris (1-4+)††	3+		1+		2+		2+	
Sample volume (liters)	75		75		75		75	
§ TOTAL SPORE/m3		230		53		160		1,600

Comments:

* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paeecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1- (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for sample volumes when evaluating dust levels.

The Limit of Detection is the product of a raw count of 1 and 100 divided by the percent read. The analytical sensitivity (counts/m3) is the product of the Limit of Detection and 1000 divided by the sample volume.

‡ A "Version" greater than 1 indicates amended data.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.
P&K Microbiology Services, Inc.

Client: Oasis Indoor Environmental, Inc.
C/O: Mr. Spencer Hampy
Re: Gateway: 0902014Date of Submittal: 02-05-2009
Date of Receipt: 02-06-2009
Date of Report: 02-09-2009

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	5: 98 2 NW		6: 98 2 CNT		7: 98 3 NW		8: 98 3 CNT	
Comments (see below)	None		None		None		None	
Lab ID-Version [‡] :	2259383-1		2259384-1		2259385-1		2259386-1	
	raw ct.	spores/m ³	raw ct.	spores/m ³	raw ct.	spores/m ³	raw ct.	spores/m ³
Alternaria								
Arthrospidium			1	13				
Ascospores*								
Aureobasidium								
Basidiospores*								
Bipolaris/Drechslera group								
Botrytis								
Chaetomium								
Cladosporium	1	53	1	53	1	53	1	53
Curvularia							1	13
Epicoccum			1	13				
Fusarium								
Mycrothecium								
Nigrospora								
Other colorless								
Penicillium/Aspergillus types [†]	3	160	2	110	3	160	3	160
Pithomyces								
Rusts*								
Smuts*, Periconia, Myxomycetes*	2	27					1	13
Stachybotrys								
Stemphylium								
Tortula								
Ulocladium								
Zygomycetes								
Background debris (1-4+)††	2+		2+		2+		2+	
Sample volume (liters)	75		75		75		75	
§ TOTAL SPORE/m ³		240		190		210		240

Comments:

* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Faeciomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1- (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for sample volumes when evaluating dust levels.

The Limit of Detection is the product of a raw count of 1 and 100 divided by the percent read. The analytical sensitivity (counts/m³) is the product of the Limit of Detection and 1000 divided by the sample volume.

‡ A "Version" greater than 1 indicates amended data.

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.
P&K Microbiology Services, Inc.

EMLab P&K
1936 Olney Avenue, Cherry Hill, NJ 08003
(866) 871-1984 Fax (856) 489-4085 www.emlab.com

Client: Oasis Indoor Environmental, Inc.
C/O: Mr. Spencer Hampy
Re: Gateway; 0902014

Date of Submittal: 02-05-2009
Date of Receipt: 02-06-2009
Date of Report: 02-09-2009

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

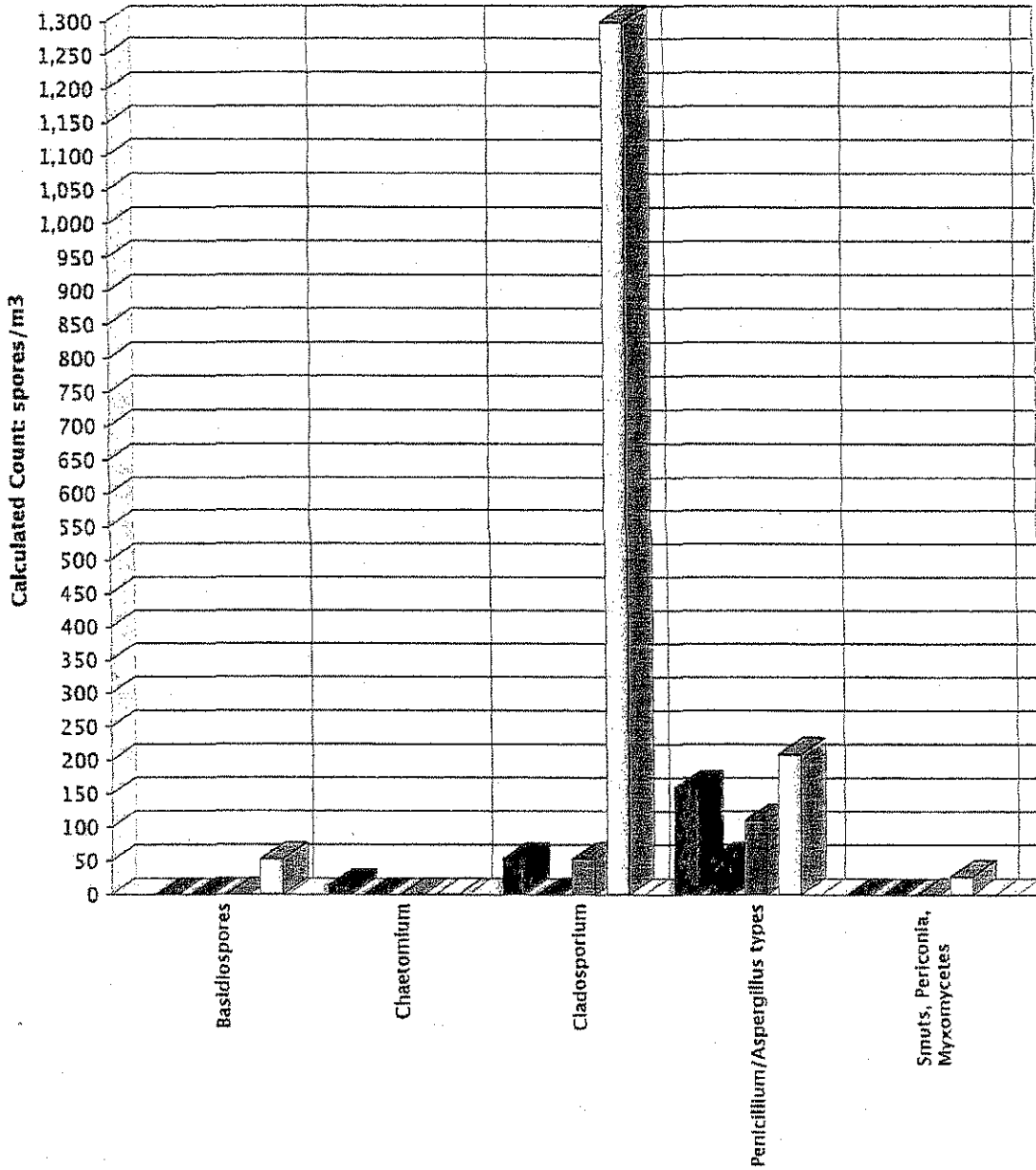
Location:	9: Outdoors		10: 69 CNT 1		11: 69 CNT 2		12: FTL	
Comments (see below)	None		None		None		None	
Lab ID-Version†:	2259387-1		2259388-1		2259389-1		2259390-1	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria								
Arthrospidium								
Ascospores*							1	53
Aureobasidium								
Basidiospores*					1	53		
Bipolaris/Diecklaria group								
Botrytis								
Chaetomium								
Cladosporium			2	110	2	110	3	160
Curvularia								
Epicoccum								
Fusarium								
Myrothecium								
Nigrospora					1	13		
Other colorless								
Penicillium/Aspergillus types†	1	53	3	160	1	53	3	160
Pithomyces								
Rusts*								
Smuts*, Periconia, Myxomycetes*			3	40	2	27		
Stachybotrys								
Stemphylium								
Torula								
Ulocladium								
Zygomycetes								
Background debris (1-4+)††	< 1÷		2÷		2÷		2÷	
Sample volume (liters)	75		75		75		75	
§ TOTAL SPORE/m3		53		310		250		370

Comments:

* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.
† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1- (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for sample volumes when evaluating dust levels.
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‡ A "Version" greater than 1 indicates amended data.
§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.
P&K Microbiology Services, Inc.

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

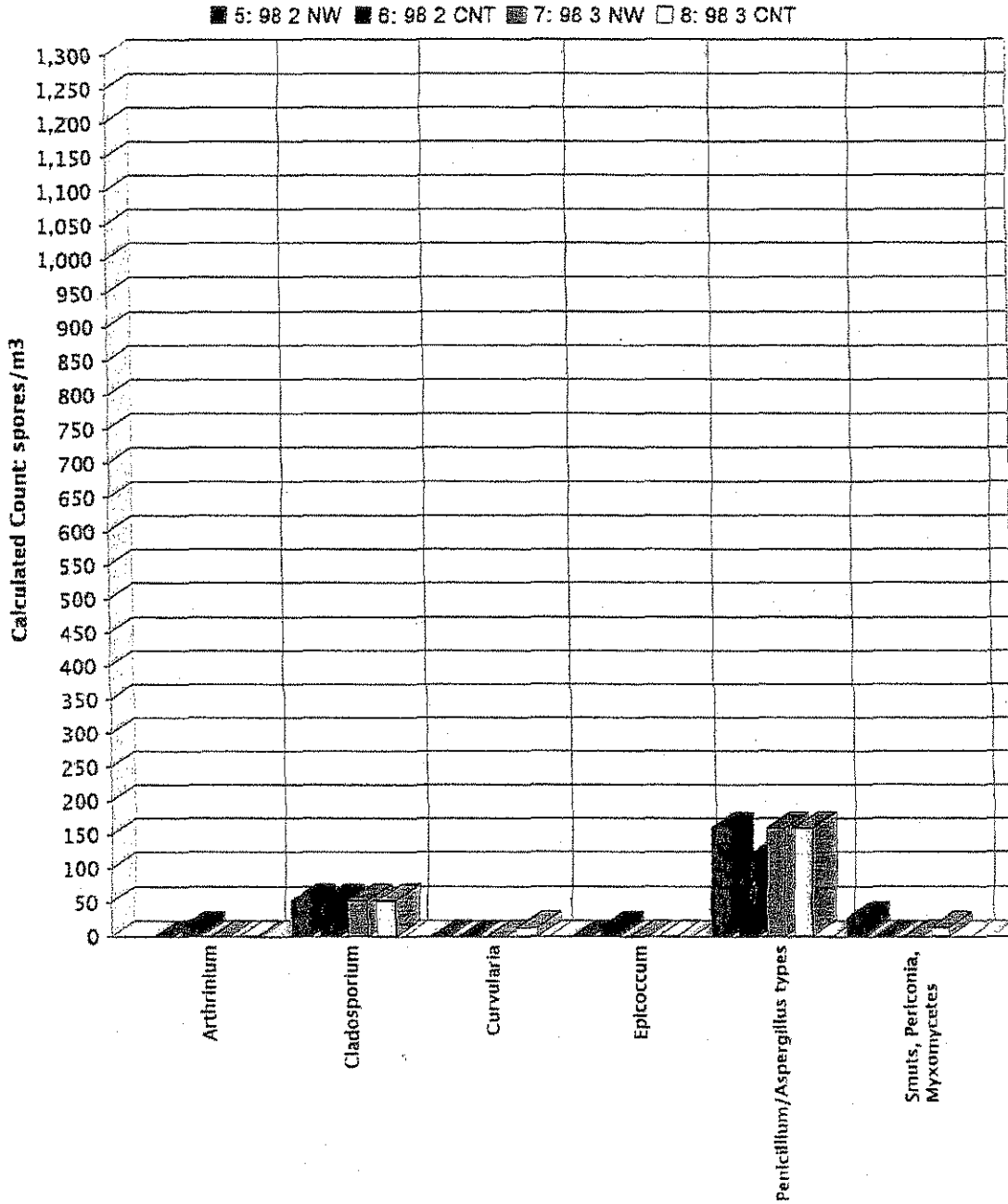
■ 1: 98 B NW BSMT NW Entry ■ 2: 98 B CNT BSMT CNT ■ 3: 98 1 NW 1st Fir NW Entry
□ 4: 98 1 CNT 1st Fir Center



Comments:

Note: Graphical output may understate the importance of certain "marker" genera.
P&K Microbiology Services, Inc.

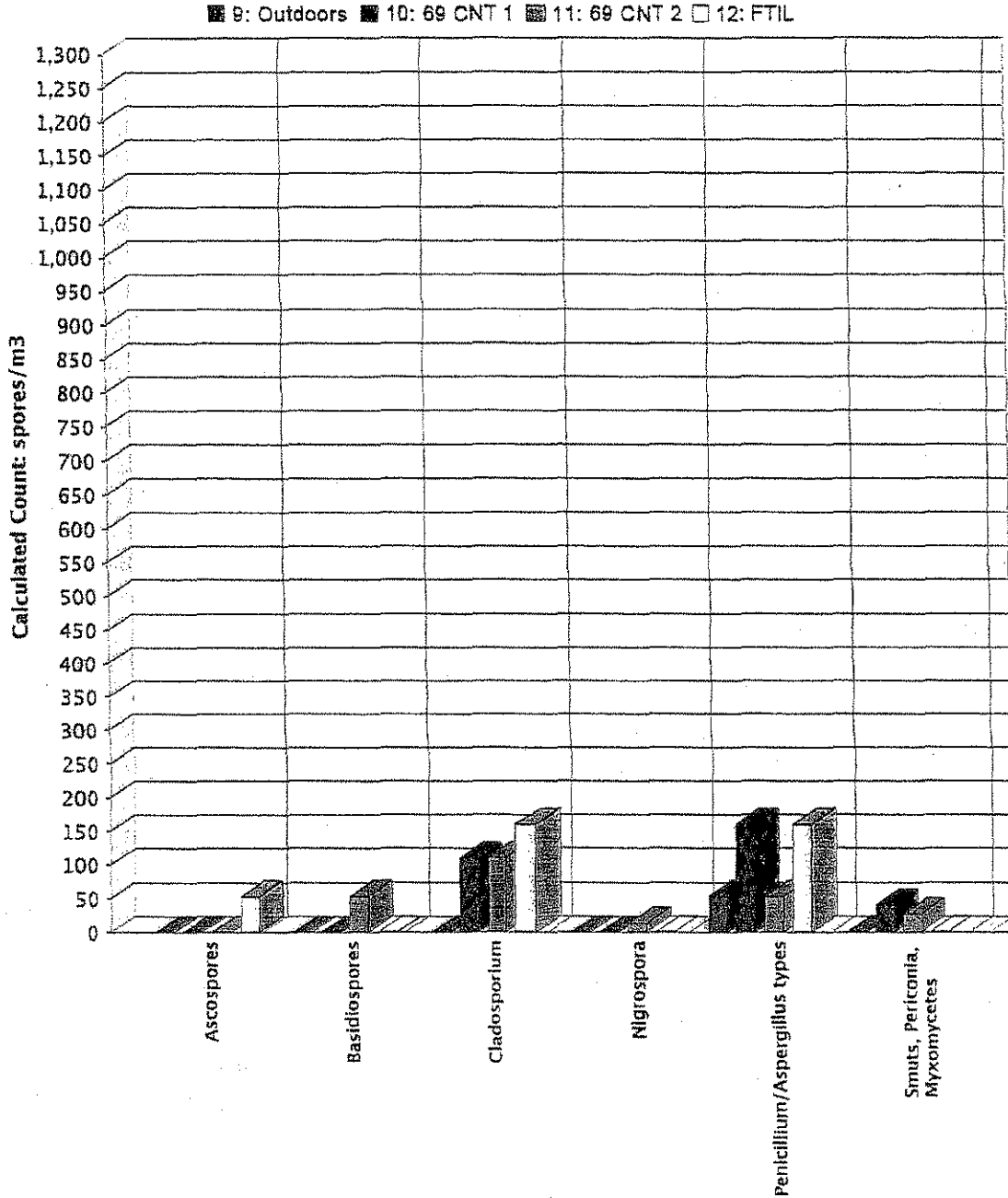
SPORE TRAP REPORT: NON-VIABLE METHODOLOGY



Comments:

Note: Graphical output may understate the importance of certain "marker" genera.
P&K Microbiology Services, Inc.

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY



Comments:

Note: Graphical output may understate the importance of certain "marker" genera.
P&K Microbiology Services, Inc.

HAPA FACILITY MANAGEMENT PROGRAM

MANAGEMENT AGREEMENT

DRAFT - June 25, 2009

The Future

1. We are committed to full implementation of the Harbor Parks Facility Management Program.
2. When fully implemented, the Harbor Parks Facility Management Program will:
 - meet or exceed measures for efficiency and effectiveness outlined in the Harbor Parks PPE report
 - be significantly more accountable;
 - support development of a workforce that is productive, satisfied, and committed to the agency mission
 - within available funding levels, address the highest needs of the parks
3. Increased efficiency and effectiveness will be measured by: (a) the ratio between work accomplished and the cost of the work, (b) improvement in the Facility Condition Index (FCI) for high priority park assets and (c) the specific measures identified in the PPE report as ways by which increased efficiency could be realized. Examples of the latter category include resource sharing and greater use of Maintenance Mechanic positions.
4. Achievement of our objectives is not dependent on one or two actions but on a whole network of activity, including:
 - implementation of FMSS to schedule and record work
 - a rigorous and consistent use of the performance appraisal system
 - application of QA/QC
 - employee training
 - application of a fair and appropriate rewards / recognition system
 - resource sharing of personnel and equipment
 - use of generalized positions to increase operational flexibility
 - effective operation of a centralized Work Control Center
 - restructuring as a matrix organization
5. Where applicable the Park Assess Management Plan (PAMP) will be used to update elements in the PPE report, specifically with respect to targeted work (PWS) and identification of high priority assets.
6. All aspects of the HAPA Facility Management Program will be evaluated on an annual basis using the HAPA QA/QC system as the primary framework for data collection and analysis. The assessment will focus on performance indicators and costs but may also include factors such as roles and responsibilities, decision-making processes, operation of the Work Control Center, and organizational structure.

7. The HAPA Facility Management Program has great potential to improve park operations, protect park resources and enhance visitor experience. The single biggest step toward realizing this potential will come with initial implementation of the new program as a whole. The new organization will not be perfect. We will need to refine and adjust both the structure and systems in order to better meet common objectives and to address specific park or unit concerns. Quality will come—incrementally, over time.

Managing the Transition

8. Decision making will be transparent and no major decisions will be made about implementation of the PPE without prior briefing of the HAPA Superintendents and opportunity for them to provide input on such decisions.
9. We will rely on the HAPA Program Manager and the Facility Operations Manager to provide technical guidance and leadership for implementation of FMSS, development of PAMPs, and conformance with the principles of A-76.
10. All information about park/unit assets will be validated by park/unit personnel.
11. We will work through problems to the best of our ability--acknowledging differences, then moving on. We will not allow differences to divert us from meeting deadlines nor will we allow relatively minor issues to cloud the process.
12. Superintendents will participate in the selection of Facility Managers for their respective park or unit. Selections by the HAPA Program Manager will have the concurrence of the relevant park superintendent before the position is offered to an applicant. In the event of disagreement between the Superintendent and the Program Manager, the case will be brought before the HAPA Facility Management Council for discussion. If the Council is not able to identify a solution that is acceptable to both the Superintendent and the Program Manager, the selection will be made by the Deputy Superintendent (GATE).

Performance Management

13. Superintendents will have the opportunity to participate in performance evaluation of the Program Manger and of the Facility Manager for their respective park.
14. Facility Managers will have not less than two critical elements directly tied to performance requirements identified by the Superintendent of their respective park: (a) achievement of operational requirements and (b) providing service satisfactory to the superintendents.
15. Facility Managers will be evaluated by the HAPA Program Manager with input from the Superintendent of their respective park. Wherever possible, ratings of critical elements linked to ark or unit concerns will be made by consensus. Any rating of less than Fully Satisfactory must be reviewed and approved by the Deputy Superintendent.

16. Performance by the Program Manager, Facility Operations Manager, and Facility Managers directly affect the ability of the Superintendents to fulfill their mission-based management responsibilities. As such, performance with all HAPA managers will have consequences-- positive accomplishments will be rewarded; failure to perform adequately will be addressed in a timely and appropriate manner.

Roles and Responsibilities

17. Primary responsibilities of Superintendents are:
- to set specific objectives for maintenance of park assets through the PAMP
 - to establish funding levels of maintenance work
 - to pursue funding for projects consistent with the PAMP and PPE report
 - to monitor accomplishments and provide constructive feedback or suggestions on operation of the new system
 - to actively participate in the HAPA Facility Management Council
18. The Program Manager will provide supervision, management and oversight of the Facility Managers and the Work Control Center. Primary responsibilities of the Program Manager are: (a) to provide the services necessary to meet needs and expectations identified in Park Asset Management Plans and FMSS and (b) to implement all aspects of the HAPA Facility Management Program called for in the PPE report. Area of focus for the Program Manager include:
- consistent and standardized field application of FMSS
 - setting up of FMSS in accordance with available funds and PAMP
 - implementation of performance management, training and rewards
 - implementation of QA/QC
19. As the designated Senior Accountable Manager, the Deputy Superintendent (GATE) will:
- ensure that the terms of the HAPA PPE report are met in a timely manner;
 - prepare an annual report on accomplishments of the HAPA Facility Management Program for presentation to the Regional Director;
 - serve as the ultimate arbiter and decision-maker in cases of conflict or disagreement
 - lead efforts to ensure an effective multi-park management structure for the HAPA Facility Management Program
20. The HAPA Facility Management Council is composed of superintendents from the Statue of Liberty NM and Ellis Island, Manhattan Sites, African Burial Ground, Governor's Island, as well as the HAPA Program Manager, the Deputy Superintendent of Gateway, and two HAPA Facility Managers. The Facility Managers will be selected by the Council for a rotating two year term.
21. The Council will select its own Chair from amongst the superintendents. The Chair will serve a two year term.

22. The HAPA Facility Management Council will provide oversight and overall management direction for implementation and operation of the HAPA Facility Management Program. Any matter within the purview of the Council that is not covered by this agreement will be brought to the Council for their deliberation and guidance. Primary topics covered by this provision include: overall policy and management direction, implementation strategy, funding, and selection or evaluation of senior HAPA managers including facility managers.
23. To the greatest degree possible, oversight and management direction for the HAPA Facility Management Program will be contained in written documents that have been reviewed and approved by the HAPA Facility Management Council. Examples of such documents include:
- the HAPA Action Plan
 - the HAPA Management Agreement
 - the Letter of Obligation
 - Park Asset Management Plans
 - QA/QC reports
 - Standard Operating Procedures (SOPs)

.....

The HAPA Facility Management Council completed review and approval of this document by consensus on (Insert Date)

This document updates and replaces all previous management agreements.

January 16, 2009

Rev. June 19, 2009

HAPA WORK CONTROL CENTER

Role and Function of WCC

The HAPA Work Control Center (WCC) strives to provide excellence in support of maintenance to Manhattan Sites, African Burial Ground, Governors Island National Monument, Statue of Liberty NM & Ellis Island, and Gateway NRA in accordance with provisions outlined in the HAPA Preliminary Planning Effort (PPE) report and direction from the HAPA Management Council. Primary support services offered by the WCC include: assistance with FMSS, project management, training, QA/QC for maintenance management and revisions to the Park Asset Management Plans (PAMPs). The QA/QC program is the of the

The WCC is supervised by the HAPA Program Manager (PM) or a subordinate Facility Operations Manager (FOM) who reports to the PM.

Purpose

The HAPA WCC is established to provide maintenance support to Manhattan Sites, African Burial Ground, Governors Island National Monument, Statue of Liberty NM & Ellis Island, and Gateway NRA under the direction of the HAPA Management Council.

WCC Services

FMSS –

1. Establishes, tracks and closes work orders including standing work orders, unscheduled work orders and project work orders.
2. Completes data entry for work orders.
3. Completes data entry of various fields to document Park assets
4. Completes annual condition assessments, in coordination with parks
5. Completes preliminary planning for contracted condition assessments, monitors contractor and reviews findings, in coordination with parks
6. Reviews FMSS data for accuracy and eliminates duplication.
7. Verifies the deferred maintenance and associated FCI accurately reflects the condition of a particular Park asset.
8. Completes estimates utilizing the FMSS cost estimating system (CESS), RS Means Estimating Guide, or other methods to verify current estimates or establish Class C or better estimates for Work Orders.

9. Bundles work orders within FMSS and utilize the project bridge to establish PMIS submissions.
10. Utilizes Crystal Reporting to provide QA/QC of FMSS data..
11. Provides FMSS training support.

Project Support

1. Completes field surveys and assessments, research and recommend project scope, goals, objectives and alternatives for Greening and Sustainable Construction of facility projects.
2. Complete PMIS submissions and recommend appropriate funding sources.
3. Reviews existing PMIS submissions for scope and accuracy of estimates.
4. Complete project drawings, specifications, and Statement of Work (SOW) for projects within the expertise of staff of the WCC.
5. Works with Works with Architects and Engineers to complete contract packages that are beyond the capabilities of the WCC.
6. Recommends alternative obligation methods to facilitate obligation of project funds while providing the most efficient use of the funds.
7. Works with and supports the GATE Project Manager and staff.
8. Complete PEPC entries, provide support through the compliance process, and document completion of compliance requirements.
9. Act as Contracting Officer's Representative (COR).
10. Completes status reports and completion reports in PMIS
11. Closes project work orders and verifies the Facility Condition Index (FCI) reflects the reduction of deferred maintenance.
12. Provides updates on progress of funded projects.
13. Provides a variety of project reports including unfunded, funded and completed projects.
14. Reviews and provides recommends of projects and project plans.
15. Acts as an advocate for funding projects through contacts with the fund control managers.
16. Provides support to the housing management program by completing inspections and preparing associated projects.
17. Provides project and PMIS training.

Other Support

1. Recommends and assists with the preparation of IDIQ contracts.
2. Business management and budget support of Park Units.
3. Coordinates and facilitates Park maintenance issues

4. Coordinates and facilitates Park training programs
5. Coordinates and facilitates sharing of Park resources.
6. Reviews and provides recommendations concerning Backlog Maintenance.
7. Prepares reports summarizing QA/QC of programs and goals of the PAMP, PWS and MEO.
8. Communicate to all appropriate personnel through meetings, emails and informal interaction to keep all informed of progress.
9. Concession Contract Support
10. Housing
11. Property

Richard Barrett
Program Manager
New York Harbor Parks

June 11, 2009 Weekly Chief of Maintenance Meeting

Call in Number **800-857-1478**

Participant passcode: **93460#** Thursday 9-11 am

Members:

HAPA – Rick Barrett
JABA – Ricky O’Neill
STIS – Melissa Axtman (Laura Neilson attended for Melissa)
SAHO – Brian Forseth
STLI – Peter O’Dougherty
MASI – Hector Fonseca (Not in attendance)
GOIS – Ed Lorenzini
AFBG – Steve Homan

1. Conference Call
2. GATE, Point of Contacts for WASO Contracted CESS estimates.
3. **Training** - Very all subordinates – all maintenance employees have taken
 - a. 2009 Discrimination and Whistleblowing in the Workplace
 - b. 2009 Federal Information Security Awareness
 - c. 2009 Orientation to Privacy Act
 - d. 2009 Records Management Awareness
4. **EPAPs** - Very all subordinates have EPAPS and midterm review, copy of page 1 with signatures is required to be forwarded to SHRO.
5. **WCC Report** - The first WCC report will be provided to the Superintendents at the HAPA Council Meeting on June 18. All will need to review the report for usefulness and accuracy of data. I would appreciate constructive feedback on how the report can be improved.
6. **Programs** - The National Parks of New York Harbor Awards program and Training Program have been submitted to the union for review. Reminder to provide and document all required safety training, including tailgate safety training. Summer season is upon us and most accidents happen in the summer – remind your staff to follow appropriate safety procedures.
7. **Credit Card** – Please take the time to be sure all Maintenance Employees keep good credit card records.

CC Statement

Sign and date statement, your signature indicates that all purchases are within the applicable regulations

Each line item requires account number for expense and BOC (object class)

If the line item is for a travel expense the Travel Authorization - T/A number is required to be printed next to the line item. (Not the longer voucher number)

CC Log

The log needs to have all expenses listed on the CC Statement and a location for approving signature.

Included on CC log: Date of Purchase, Vendor, Description of Purchase, Receipt # (If applicable, Requisition # (If applicable) Account number to charge the purchase, Purchase Amount, Date item received and Statement Date.

Include an explanation for any unusual circumstance on the Log.

Receipts for each line item on the CC log (exception - receipts are not needed for authorized meals within per diem allowance).

Receipts should be in the same order as the expense appears on the CC Statement.

8. Resource Sharing

Please report the sharing of resources to the HAPA program manager.

9. Park Reports

Each Park/Unit reports on significant activities, projects/programs.

10. Next Call

June 18th 9am

October 29, 2009 Weekly Chief of Maintenance Meeting

Call in Number **800-857-1478**

Participant passcode: **93460#** Thursday 9-11 am

Members:

HAPA – Rick Barrett
JABA – Ricky O’Neill
STIS – Melissa Axtman
SAHO – Brian Forseth
STLI – Peter O’Dougherty
MASI – Hector Fonseca
GOIS – Ed Lorenzini

1. **Training** – JABA/GOIS/STIS/STLI/MASI/SAHO has completed. Remaining Chiefs to report on progress. All maintenance employees require:
 - a. 2009 Discrimination and Whistleblowing in the Workplace
 - b. 2009 Federal Information Security Awareness
 - c. 2009 Orientation to Privacy Act
 - d. 2009 Records Management Awareness
2. Reminder to send all new employees and others to Fundamentals.
3. SOW Training, Specifications Training
4. **Programs** – SAHO is complete. The National Parks of New York Harbor Awards program and Training Program need to be communicated to all staff. **I will be available to attend staff meetings** especially for this communication. Reminder to document all training, including tailgate safety training.
5. **STIS** – B210 move
6. **Position Management** – Update on recruitment status. Unable to publish Rating and Ranking criteria. Correspondence to HR and 10 pt preference veterans.
7. **PMIS – Status/Completion Reports** - I will be scheduling meetings with all Maintenance Chiefs/Supervisors this fall to review PMIS needs. Please review or have the WCC review PMIS submission to Gross Up estimates for all expenses including DSC support.
8. **Rec Fee Funds** – WASO and NER are pressuring N.Y. Harbor Parks to reduce Rec Fee account balances. Review project opportunities in this area.
9. **ARRA Status Reports** – Status reports must be completed every Friday. Maria Burks has indicated funding may be revoked if this does not occur.
10. **Safety** –all jobs should be performed with appropriate safety gear, equipment and number of personnel. Training and MSDS sheets shall be provided and appropriately documented and maintained.
11. **Maintenance Plans** – Provide plan for FY 2010, in the same format as FY 2009.
12. **FMSS – CRV updates**

13. Award Nominations

14. EPAPS – Required to be completed by 10/31/09, issue next year's standards at the time of communication.

15. Resource Sharing

Please report the sharing of resources to the HAPA program manager.

STLI used light tower from SAHO

16. Park Reports

Each Park/Unit reports on significant activities, projects/programs.

17. Frequency of meetings.

18. Future Meetings

Nov. 12, 2009 9am

I'll be on vacation from 11/13 to 12/1

December 3, 2009 9am

Gus Helotiras/GATE/NPS
03/31/2009 01:17 PM

To: Dana L. Byas/GATE/NPS@NPS
cc
bcc

Subject: diary

Attendance and other issues.

02/17/09 I have been making a point to inform Mr. Grassi the need for him to straighten out the electrical shop. The shop is his area of responsibility and he was given ample time when he was hired to accomplish the task. Today I specifically requested that if he finishes early to spend the rest of his time in the electrical shop to complete that task. At 2:30 PM I noticed Mr. Grassi sitting in the lunch room of Building 98 watching TV and chitchating. I reminded him of the electrical shop. He motioned that he was going to attend to it. I know that he never really complied. I noticed the shop was locked and Mr. Grassi was at the same seat in the lunch room when I returned.

02/25/09 I instructed Mr. Grassi to attend to the electrical room housekeeping. I mentioned that we may need to set time aside for that purpose, if can't get to it in between other work.

02/26/27 and 03/02/09 Out on administrative leave due to death in the Family.

02/18/09 Mr. Grassi requested suddenly 4 hours off because he had some personal items he needed to due and in his opinion there was nothing pressing on our work schedule.

03/23/09 Mr. Grassi is out sick.

03/30/09 Mr. Grassi is out sick

03/31/09 During the morning meeting held at the lunch room at Building 98 I informed the staff that we were all going to the Ryan Center to help Brian Collier in identifying the electrical circuits as requested by the contractor on the pending rehabilitation program. Questions were immediately raised by Mr. Grassi (Electrician) and Mr. G. Hansen as to why we had to do it and not the contractor. I provided what I thought was the reasoning and asked that we move on.

I asked Mr. Grassi if he knew the were about of the easy-pass for the Bucket truck. His reply was that he had no idea someone took the list so he just gave up. I responded by saying "I asked you to clean out the truck before it went to S.I. so I figured you removed it". I also reminded him that the truck was not cleaned out as I had instructed. The back was full of garbage and the harness was left with the truck (we were deprived the use of the harness when we needed for another job for which he was suggesting that we buy a new harness).

His response was " well what ever just tell me what you want to do and I will do it" . I ended the exchange by saying " very good than lets make sure we do just that".

After the meeting I exited the lunch room and realized I had left papers on the table so I went in to get them. As I entered the room I heard Mr. Grassi expressing himself to the others that were walking away by saying " I hate this f#%* place. It don't matter anyway it wont be long".

04/02/09 Mr. Grassi was assigned his work during the morning meeting. He was told to concentrate on locating the necessary electric meters through the various supply houses and than work on organizing his electrical shop, along with the second floor room that was mostly already emptied by his coworkers of most of the electrical supplies.

At 8:20 AM I was at Brian Collier's office reviewing work papers when Mr. Grassi walked in. He looked surprised to see me there. I asked if he needed to speak to us and he said no. He said he was waiting for a phone call (He had no Business being there and no one from the supply houses would be calling him there).

At 8:35 AM I inspected the lift station at Building 89 and found that Mr. Grassi was there talking with his fellow workers (He had no business being there). At 8:50 AM I inspected Hanger B and once again

Electrical Safety (DOI Learn Course 1555 and OSHA Institute course availability), Fork lift Certification (DOI Learn Catalog: FWS Course # FWS-SAF20019). I specifically told Mr. Grassi that he can begin taking the above courses to let me know when and I will schedule the time. Mr. Grassi began taking the courses during the day without following my previous request. Upon noticing that he had began taking the courses instead of doing the work he was instructed to complete I told him to go ahead and finish since he already started. I did remind him to please comply with my requests in the future.

Mr. Ricky O'Neill privately informed me later in the day that Mr. Grassi stopped in his office. He sat down and told Mr. Oneill that he could no longer work with me. Mr. Oneill told Mr. Grassi before he made any further statements that I had his full support. With no further discussion Mr. Grassi got up and left.

04/23/09 I was on leave from 04/16 - 04/22/09. During my absence I had left specific work assignment's for Mr. Grassi. The assignment's were directly given to Mr. Grassi and also to Mr. Jorge Colon the acting B&U Foreman during my absence. The work was not completed and is lagging behind.

Mr. Grassi called in sick leave (13th time in 6.5 months) with no prior request on a scheduled Stress Test appointment.

04/24/09 Mr. Grassi is working on the same work orders given to him on 04/16/09. He was informed to concentrate on completing his work and not deviate by any other requests unless they come from Ricky O'Neill or higher. The same request was made to the rest of the staff. Mr. Grassi requested 48 hrs annual leave commencing with May 8th. Mr. Grassi would only have 22 hrs accrued leave as of that date so he asked for advance leave. The leave was denied on the basis that May through June 15th is critical to the Park opening and no extended leave is authorized during that period. The rest of the staff was also reminded of the same.

04/27/09 Mr. Grassi was told by me that I was informed his request for leave was for plans and expenses incurred prior to his employment with the Park. I will authorize the leave if he produces proof (the request for proof is to show others if they also request leave during this period the circumstances under which the exception was made.)The leave will be paid for the hours accrued and leave without pay for the rest of the time requested. Mr. Grassi agreed.

04/30/09 Mr. Grassi was reminded that I needed for him to submit proof as agreed before I can authorize his leave. He said he would.

05/04/09 Mr. Grassi submitted a computer print out as his proof that he had booked his vacation prior to his employment with the Park.

Gus Halouvas
B & U Foreman - JBU
718-338-3338 ex. 706 Office
347-865-4552 Cell
718-338-3691 Fax



I am Requesting for this time to be returned to my annual leave.

March 10, 2009 Day after injury to face. 8hrs

March 13, 2009 Face was burning. 8hrs.

March 18, 2009 Left early due to being ordered to work in hazardous location with open wounds. Made Doctors appointments. 4hrs.

March 23, 2009 Doctor appointment for injury on March 9, 2009. 8hrs.
Received prescriptions for Lung Doctor, CT scan, Eye Doctor, Skin Doctor, Chest Xray.

March 30, 2009 Chest CT for possible lung damage from injury 8hrs.

Giuseppe Grassi Jr.

JBU B+U Electrician

WG-2805-10/2

Myra J. [Signature]
4-22-09

LOUIS W. GLECKEL, M.D.
2800 MARCUS AVENUE
LAKE SUCCESS, NY 11042

(516) 622-8060 TEL.
(516) 622-8061 FAX

DEA # BG 1802316
LIC. # 170867 (NY)

NAME Joseph Grass AGE _____
ADDRESS _____ DATE 3/23/09

R Mr Grass was seen
by me today and
is under my medical
care & observation

THIS PRESCRIPTION WILL BE FILLED GENERICALLY
UNLESS PRESCRIBER WRITES 'd & w' IN THE BOX BELOW

Refill _____ times

NR _____ Label _____

Dispense As Written

1A1M1311307

LOUIS W. GLECKEL, M.D.
2800 MARCUS AVENUE
LAKE SUCCESS, NY 11042

(516) 622-8060 TEL.
(516) 622-8061 FAX

DEA # BG 1802316
LIC. # 170867 (NY)

NAME Joseph Grass AGE _____
ADDRESS _____ DATE 3/23/09

R Mr Grass was
seen at ProHealth
& is under my
medical care and
observation.

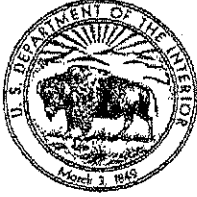
THIS PRESCRIPTION WILL BE FILLED GENERICALLY
UNLESS PRESCRIBER WRITES 'd & w' IN THE BOX BELOW

Refill _____ times

NR _____ Label _____

Dispense As Written

1A1M1311307



United States Department of the Interior

NATIONAL PARK SERVICE
Gateway National Recreation Area
Jamaica Bay Unit
Building 69, Floyd Bennett Field
Brooklyn, NY 11234

IN REPLY REFER TO:
A7615 (JABA)

April 10, 2009

Occupational Safety and Health Administration, DOL
Ms. Kay Gee, Regional Supervisor
Manhattan Area Office, 201 Varick Street, Room 908
New York, New York 10014

Reference: Inspection # 312497571, Jamaica Bay Unit, GATE, NPS

Dear Ms. Gee;

This memo is responsive to your phone call of April 07, 2009, regarding corrective actions taken referenced to OSHA's Site Inspection and formal Report of Findings dated February 03, 2009 for the Jamaica Bay Unit of GATE-NRA.

I. Resolution Issues Pending Resolution:

- A. Posting: OSHA Notice of Unsafe or Unhealthful Working Conditions
- B. Survey for Asbestos Containing Materials of Building #098
- C. Amend OSHA 300 for Year 2006 (Column 5, Ten Cases)

A. Posting: OSHA Notice of Unsafe or Unhealthful Working Conditions

Please be informed that the February 03, 2009 OSHA "Notice of Unsafe or Unhealthful Working Conditions" was posted in its entirety on the Employees' Bulletin Board, at the main entrance of Building #98, by Buildings & Utilities Forman, Gus Halouvas. Building #98 is the work activity establishment where encapsulated asbestos containing materials (ACMs) were identified on the 3rd floor. This writer personally drove to Building #098 to visually verify proper posting of the OSHA "Notice of Unsafe or Unhealthful Working Conditions". My visit was unannounced. The notice was posted in the center of the bulletin board. While there, Mr. Halouvas and I talked for nearly an hour about management's responsiveness to park deficiencies noted in the OSHA Site Inspection.

April 10, 2009

Page 2 of 2

B. Building #98 Survey for Asbestos Containing Materials (ACMs)

Please be informed that park management acted immediately - upon hazard signing recommendations from Mr. Thein and yourself even before field samples of suspected asbestos containing materials (ACMs) were confirmed by industrial hygiene testing. The 3rd floor of Bldg. #098 and the stairwell to the 3rd floor were conspicuously signed for presence of encapsulate ACMs. Access to the 3rd floor was restricted to authorized personnel only (by signage and by memorandum). ACM encapsulated pipes were labeled as containing ACMs. In addition to posted signs, affected employees were orally informed of the presence of encapsulated ACMs on the third floor of bldg. #098. Finally, non-National Park Service, professional vendors were retained on February 05, 2009 (Attachment A) and on February 23, 2009 (Attachment B) to conduct independent inspections, sampling & I-H tests to detect presence of friable or airborne particulates of hazardous materials in bldg. # 98 germane to ACMs and bird dropping.. Several other buildings were inspected as well by both vendors - for presence of indoor air quality contaminants.

C. Amend OSHA 300 for Year 2006 (Column 5, Ten Cases)

Response to this pending resolution is forthcoming.

Thank you for this opportunity to elaborate upon actions taken by park management to abate deficiencies noted in the OSHA Site Inspection Report of February 03, 2009. Please be informed that I can be reached always at 718-338-338, X-234 (office) or 917-295-9926 (cell phone).

Sincerely,

Joseph S. Green
Acting Assistant Superintendent

Cc:
Pete McCarthy, Superintendent, JABA
Gus Halouvas, B & U Foreman, JABA
Dana Byas, GATE



United States Department of the Interior

NATIONAL PARK SERVICE
Gateway National Recreation Area
Jamaica Bay Unit
Building 69, Floyd Bennett Field
Brooklyn, NY 11234

IN REPLY REFER TO:

A7615 (GATE-JABA)

February 09, 2009

Richard Mendelson, Area Director
Occupational Safety and Health Administration
Manhattan Area Office
201 Varick Street, Room 908
New York, New York 10014

Reference: Inspection # 312497571

Dear Mr. Mendelson;

Thank you for the opportunity to respond to the referenced site inspection deficiencies. Below please find the national park's response to the "Notice of Unsafe or Unhealthful Work Conditions" report dated, February 03, 2009. The report was received in the park February 13, 2009.

Relative to OSHA recommendations for voluntary compliance in the report, National Park Service has completed Indoor Air Quality monitoring and sampling of Building #98 by an approved vendor. The national park is abiding by recommendations as prescribed in the I.A.Q. Report from Oasis Indoor Environmental, Inc. The building #98 3rd floor has been signed and employee access to the areas of bird droppings has been restricted. Park management is identifying a vendor to abate (clean-up) the bird droppings in the obsolete stairwells (not used).

Inspection Citation #01, Item #01, Item #02, Item #03 and Item #04 were corrected by park Facility Maintenance - Buildings & Utilities Foreman, Gus Halouvas, within fourteen (14) days (by September 02, 2008) from the date deficiencies were identified.

Actions Taken:

Inspection Citation #01, Item #01 & Item #02: Identified electrical boxes were secured closed and labeled. Exposed live wires were secured and signed. Electrical switch panel boxes were labeled as per requirements, i.e.; 29 CFR 1910.303

Inspection Citation #01, Item #03 & Item #04: 3rd floor areas of Building #98 on which encapsulated pipe and asbestos containing materials (ACMs) were found were immediately signed to warn employees of ACMs. Signing was posted to restrict access to the 3rd floor area to "Authorized Personnel" only. Employees exposed to the area were informed orally and in writing of the ACMs on the Building #98, 3rd floor.

02/09/10

Page 2 of 2

Actions Taken:

Inspection Citation #02, Item #01, was resolved between OSHA Site Inspector Kyaw Thein and NPS Employee Relations Officer, Dana Byas. The reporting issue (discrepancy) was identified as a software fault between DOL computer software programs that do not interface with the OSHA Form 300 to provide accident causal details as required by OSHA. Specifically, Department of Labor, Office of Worker Compensation Programs (DOL - OWCP) software, used in tandem with the National Park Service's electronic accidents reporting system, i.e.; Safety Management Information System (SMIS), does not interface with the software for inputting accidents and detailed causal factors into the OSHA Form 300.

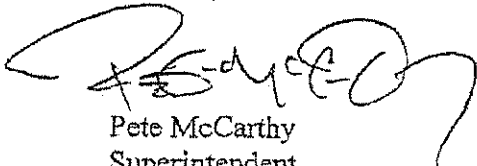
Inspection Citation #02, Item #02a and Item #02b deficiencies were resolved by bringing the national park's documented Respiratory Protection Program (RPP) into compliance with RPP Program requirements as defined by 29 CFR 1910.134.

Actions Taken:

Inspection Citation #02, Item #02a & Item #02b: The park discontinued use of toxic and hazardous substances that warranted implementation of a mandatory Employee RPP - to protect employees from unhealthful exposures. The park Safety Officer ceased (immediately) to provide half face and full face respiratory protection to employees upon request. Employees who request voluntary use of respirators are now required to comply with 29 CFR 1910.134 by undergoing a physical examination by a physician in advance of use. Park management is reevaluating its RPP to determine if a RPP is warranted.

The safety and health of employees is of primary importance to National Park Service. We trust that you will find the above described abatement actions have been extremely responsive to deficiencies identified in your "Notice of Unsafe or Unhealthful Work Conditions" dated February 03, 2009. Please contact Joseph Green, Assistant Superintendent at 718-338-3338, X-234, should you have need for additional communications regarding the above abatement actions. Also, Mr. Green may be reached by cell phone at 917-295-9926.

Sincerely,



Pete McCarthy
Superintendent
Attachment

Cc: Assistant Superintendent, JABA
Chief, Human Resources, GATE
Facility Manager, JABA

02/09/10

ABATEMENT CERTIFICATION

Richard Mendelson, Area Director
U.S. Department of Labor - OSHA
Manhattan Area Office,
201 Varick Street, Room 908
New York, NY 10014 [Phone: (212) 620-3200]

National Park Service/Gateway/Jamaica Bay Unit
Building 69, Floyd Bennett Field
Brooklyn, NY 11234

Reference: Inspection # 312497571

The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #01, item #01, was corrected circa September 02, 2008 by Gus Halouvas, Facility Management - Buildings & Utilities Foreman, JABA, GATE, NPS.

The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #01, item #02, was corrected circa September 02, 2008 by Gus Halouvas, Facility Management - Buildings & Utilities Foreman, JABA, GATE, NPS.

The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #01, item #03, was corrected circa September 02, 2008 by Gus Halouvas, Facility Management - Buildings & Utilities Foreman, JABA, GATE, NPS.

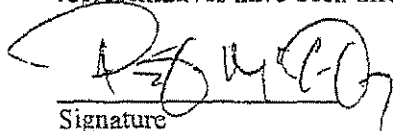
The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #01, item #04 was corrected circa September 02, 2008 by Gus Halouvas, Facility Management - Buildings & Utilities Foreman, JABA, GATE, NPS.

The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #02, item #01, was corrected circa September 30, 2008 by Dana Byas, Employee Relations Officer, JABA, GATE, NPS & Kwaw Thein, Industrial Hygienist, Manhattan Area Office, OSHA, DOL.

The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #02, item #02a, was corrected August 22, 2008 by Joseph S. Green, Collateral Duty Occupational Health & Safety Officer, JABA, GATE, NPS.

The hazard referenced in Inspection Number 312497571 for the violation identified as Citation #02, item #02b, was corrected circa September 02, 2008 by Gus Halouvas, Facility Management - Buildings & Utilities Foreman, JABA, GATE, NPS.

I attest that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement activities described in this certification.


Signature

2/9/09
Date

Pete McCarthy, Superintendent, Jamaica Bay Unit, Gateway National Recreation Area
Typed or Printed Name

U.S. Department of Labor

Occupational Safety and Health Administration
Manhattan Area Office
201 Varick Street, Room 908
New York, New York 10014
212-620-3200 Fax: 212-620-4121
OSHA Website: <http://www.osha.gov>



February 03, 2009

Mr. Pete McCarthy, Assistant Superintendent
National Park Service/Gateway/Jamaica Bay Unit
Building 69, Floyd Bennett Field
Brooklyn, NY 11234

Inspection # 312497571

06-02-09P03:59 RCVD

Dear Mr. McCarthy:

An inspection of your worksite, located at the Floyd Bennett Field, was conducted on August 19, 2008, disclosed the following hazards:

In the building 98, on the 3rd floor of the southwest corner and southwest stairwell, excessive amounts of bird dropping are found on the floor area. This condition may exposed employees to dust that may be contaminated with biological hazards. The biological hazards associated with bird dropping have been medically linked to illness in the form of psittacosis, cryptococcoses, and histoplasmosis.

Since no OSHA standard applies and it is not considered appropriate at this time to invoke Section 5(a)(1), the general duty clause of the Occupational Safety and Health Act, no notice of Unsafe or Unhealthful Working Condition will be issued for this hazard. In the interest of work place safety and health, however, I recommend that you voluntarily eliminate or reduce your employee's exposure to the hazards describe above.

~~- Eliminate access to the area until adequate cleanup has been done.~~

- Provide respiratory protection suitable for the purpose intended (HEPA Filter) and establishing a respirator program.

~~- Assuring adequate ventilation in the work area.~~

- Establish a "Bird dropping disease" training and prevention program which includes:

- * A description of the signs and the symptoms associated with disease linked to bird dropping.
- * Good housekeeping and work practices procedures.
- * Instructing workers to immediately report to the employer the development of any adverse signs and symptoms consistent with disease linked to bird dropping.

Enclosed also is a Hazard Bulletin on the subject for your reference. Should you have any question regarding this letter, please contact me at (212) 620- 3200.

Sincerely,



Richard Mendelson
Area Director

U.S. Department of Labor
 Occupational Safety and Health Administration
 Manhattan Area Office
 201 Varick Street, Room 908
 New York, NY 10014
 Phone: (212)620-3200 FAX: (111)222-3333



Notice of Unsafe or Unhealthful Working Conditions

To:
 National Park Service/Gateway/Jamaica Bay Unit
 Building 69, Floyd Bennett Field
 Brooklyn, NY 11234

Inspection Number: 312497571
Inspection Date(s): 08/19/2008-10/20/2008
Issuance Date: 02/03/2009

Inspection Site:
 Building 69, Floyd Bennett Field
 Brooklyn, NY 11234

The violation(s) described in this Notice is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

Attn: Pete McCarthy, Assistance Superintendent

This Notice of Unsafe or Unhealthful Working Conditions (Notice) describes violations of the Occupational Safety and Health Act of 1970, the Executive Order 12196, and 29 CFR 1960, Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters. You must abate the violations referred to in this Notice by the dates listed unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Notice you request an Informal Conference with the U.S. Department of Labor Area Office at the address shown above.

Posting - The law requires that a copy of this Notice be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Notice must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer.

Notification of Corrective Action - For each violation which you do not contest, you are required by 29 CFR 1903.19 to submit an Abatement Certification to the Area Director of the OSHA office issuing the citation and identified above. The certification must be sent by you within 10 calendar days of the abatement date indicated on the citation. For **Willful** and **Repeat** violations, documents (examples: photos, copies of receipts, training records, etc.) demonstrating that abatement is complete must accompany the certification. Where the citation is classified as **Serious** and the citations states that abatement documentation is required, documents such as those described above are required to be submitted along with the abatement certificate. If the citation indicates that the violation was corrected during the inspection, no abatement certification is required for that item.

Program Responsibilities - Section 19(a)(1) of the OSH Act requires the head of each Federal agency to comply with applicable occupational safety and health standards. The intent of this section and Executive Order 12196 is implemented through 29 CFR 1960.8(b). If you are cited for violations of applicable safety and health standards, you have also violated the program element 29 CFR 1960.8(b), which stipulates:

"The head of each agency shall comply with the Occupational Safety and Health Administration standards applicable to the agency."

All abatement verification documents must contain the following information: 1) Your name and address; 2) the inspection number (found on the front page); 3) the citation and citation item number(s) to which the submission relates; 4) a statement that the information is accurate; 5) the signature of the employer or employer's authorized representative; 6) the date the hazard was corrected; 7) a brief statement of how the hazard was corrected; and 8) a statement that affected employees and their representatives have been informed of the abatement.

The law also requires a copy of all abatement verification documents, required by 29 CFR 1903.19 to be sent to OSHA, also be posted at the location where the violation appeared and the corrective action took place.

Informal Conference - An informal conference is not required. However, if you wish to have such a conference you may request one with the Area Director within 15 working days after receipt of this Notice. As soon as the time, date, and place of the informal conference have been determined please complete the enclosed "Notice to Employees" and post it where the Notice is posted. During such an informal conference you may present any evidence or views which you believe would support an adjustment to the Notice. In addition, bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far.

Inspection Activity Data - You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to your inspection will be available 7 calendar days after the Citation Issuance Date. You are encouraged to review the information concerning your establishment at WWW.OSHA.GOV. If you have any dispute with the accuracy of the information displayed, please contact this office.

ABATEMENT CERTIFICATION

Richard Mendelson, Area Director
U.S. Department of Labor - OSHA
Manhattan Area Office
201 Varick Street, Room 908
New York, NY 10014
Phone: (212)620-3200

National Park Service/Gateway/Jamaica Bay Unit
Building 69, Floyd Bennett Field
Brooklyn, NY 11234

The hazard referenced in Inspection Number _____ for the violation identified as
Citation _____ and Item _____ was corrected on _____
by _____

The hazard referenced in Inspection Number _____ for the violation identified as
Citation _____ and Item _____ was corrected on _____
by _____

The hazard referenced in Inspection Number _____ for the violation identified as
Citation _____ and Item _____ was corrected on _____
by _____

The hazard referenced in Inspection Number _____ for the violation identified as
Citation _____ and Item _____ was corrected on _____
by _____

The hazard referenced in Inspection Number _____ for the violation identified as
Citation _____ and Item _____ was corrected on _____
by _____

I attest that the information contained in this document is accurate and that the affected employees and their
representatives have been informed of the abatement activities described in this certification.

Signature

Typed or Printed Name

U.S. Department of Labor
Occupational Safety and Health Administration



NOTICE TO EMPLOYEES

An informal conference has been scheduled with the Occupational Safety and Health Administration (OSHA) to discuss the Notice of Unsafe or Unhealthful Working Conditions (Notice) issued on 02/03/2009. The conference will be held at the OSHA office located at Manhattan Area Office, 201 Varick Street, Room 908, New York, NY, 10014 on

_____ at _____. Employees and/or representatives of employees have a right to attend an informal conference.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 312497571
Inspection Dates: 08/19/2008 - 10/20/2008
Issuance Date: 02/03/2009



Notice of Unsafe or Unhealthful Working Conditions

Company Name: National Park Service/Gateway/Jamaica Bay Unit
Inspection Site: Building 69, Floyd Bennett Field, Brooklyn, NY 11234

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1910.303(f): Each service, feeder and branch circuit, at its disconnecting means or overcurrent device, was not legibly marked to indicate its purpose, nor located and arranged so the purpose was evident.

- a) In building 98, on 3rd. floor, at the south west corner and the north west corner, electrical switch panels were not legibly marked to indicate its purpose as required per 29 CFR 1910.303, on or about 08/19/2008.

~~Date By Which Violation Must be Abated~~ 02/15/2009

Citation 1 Item 2 Type of Violation: **Serious**

29 CFR 1910.303(g)(2)(i): Live parts of electric equipment operating at 50 volts or more were not guarded against accidental contact by approved cabinets or other forms of approved enclosures, or other means listed under this provision.

- a) In building 98, on 3rd. floor, at the south west corner, electrical switch panels that were operating at 50 volts or more were not guarded against accidental contact. The metal panel was missing a plate in the box, on or about 08/19/2008.

~~Date By Which Violation Must be Abated~~ 02/15/2009

See pages 1 through 4 of this Notice for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 312497571
Inspection Dates: 08/19/2008 - 10/20/2008
Issuance Date: 02/03/2009



Notice of Unsafe or Unhealthful Working Conditions

Company Name: National Park Service/Gateway/Jamaica Bay Unit
Inspection Site: Building 69, Floyd Bennett Field, Brooklyn, NY 11234

Citation 1 Item 3 Type of Violation: **Serious**

29 CFR 1910.1001(j)(2)(i): Building and facility owners shall determine the presence, location, and quantity of ACM and/or PACM at the work site.

- a) In building 98, on 3rd floor, at the south west corner and along the west side, a ripped and punctured pipe installation contained 17% and 30% of asbestos respectively. The employer did not survey the presence, location, and quantity of ACM and/or PACM as required per 29 CFR 1910.1001, or about 08/21/2008.

~~Date By Which Violation Must be Abated: 02/15/2009~~

Citation 1 Item 4 Type of Violation: **Serious**

29 CFR 1910.1001(j)(4)(i): Warning labels shall be affixed to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers. When a building owner or employer identifies previously installed ACM and/or PACM, labels or signs shall be affixed or posted so that employees will be notified of what materials contain ACM and/or PACM. The employer shall attach such labels in area where they will clearly be noticed by employees who are likely to be exposed, such as at the entrance to mechanical room/areas. Signs required by paragraph (j)(3) of this section may be posted in lieu of labels so long as they contain information required for labelling.

- a) In building 98, on 3rd. floor, at the south west corner and along the west side, pipe installations contained 17% to 30% of asbestos. The employer did not attach labels as to the materials containing Asbestos (ACM), on or about 08/22/2008.

~~Date By Which Violation Must be Abated: 02/15/2009~~

See pages 1 through 4 of this Notice for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 312497571
Inspection Dates: 08/19/2008 - 10/20/2008
Issuance Date: 02/03/2009



Notice of Unsafe or Unhealthful Working Conditions

Company Name: National Park Service/Gateway/Jamaica Bay Unit
Inspection Site: Building 69, Floyd Bennett Field, Brooklyn, NY 11234

Citation 2 Item 1 Type of Violation: Other

29 CFR 1904.29(b)(1): A log of all recordable work-related injuries and illnesses (OSHA Form 300 or equivalent), was not completed in the detail as required by the regulation.

- a) The column (F) of OSHA 300 form submitted by employer for calendar year 2006 was not completed in the detail as required by the regulation. In column (F) the object/substance that directly-injured or made person ill or injure was not indicated as required per 29 CFR 1904.29, on or about 08/19/2008.

~~Date By Which Violation Must be Abated~~ 02/26/2009

See pages 1 through 4 of this Notice for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 312497571
Inspection Dates: 08/19/2008 - 10/20/2008
Issuance Date: 02/03/2009



Notice of Unsafe or Unhealthful Working Conditions

Company Name: National Park Service/Gateway/Jamaica Bay Unit
Inspection Site: Building 69, Floyd Bennett Field, Brooklyn, NY 11234

The alleged violations below have been grouped because they involve similar or related hazards that may increase the potential for illness.

Citation 2 Item 2a Type of Violation: Other

29 CFR 1910.134(c)(2)(i): An employer may provide respirators at request of the employees or permit employees to use their own respirators, if the employer determines that such respirator use will not in itself create a hazard. If the employer determines that any voluntary respirator use is permissible, the employer shall provide the respirator users with the information contained in Appendix D to this section.

- a) In building 98, employees working as maintenance mechanics voluntarily wore AO safety half face negative pressure respirator model 5700 with P100/Organic Vapor cartridges. The half face respirator and cartridges were provided by the employer. The employer did not provide the respirator users with the information contained in Appendix D as required per 29 CFR 1910.134, on or about 08/19/2008.

~~Date By Which Violation Must Be Abated:~~ 02/26/2009

See pages 1 through 4 of this Notice for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 312497571
Inspection Dates: 08/19/2008 - 10/20/2008
Issuance Date: 02/03/2009



Notice of Unsafe or Unhealthful Working Conditions

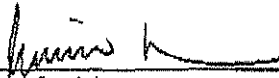
Company Name: National Park Service/Gateway/Jamaica Bay Unit
Inspection Site: Building 69, Floyd Bennett Field, Brooklyn, NY 11234

Citation 2 Item 2b Type of Violation: **Other**

29 CFR 1910.134(c)(2)(ii): The employer must establish and implement those elements of a written respiratory protection program necessary to ensure that any employee using a respirator voluntarily is medically able to use the respirator, and that the respirator is cleaned, stored, and maintained so that its use does not present a health hazard to the user.

- a) In building 98, employees working as maintenance mechanics voluntarily wore AO safety half face negative pressure respirator model 5700 with P100/Organic Vapor cartridges voluntarily. The half face respirator and cartridges were provided by the employer. The employer did not ensure that employees using a respirator voluntarily is medically able to use the respirator, and that the respirator is cleaned, stored, and maintained as required per 29 CFR 1910.134, on or about 08/19/2008.

Date By Which Violation Must be Abated: 02/26/2009


Richard Mendelson
Area Director

See pages 1 through 4 of this Notice for information on employer and employee rights and responsibilities.

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JUL 29, 2010 09:15A Department of Labor
Occupational Safety & Health Administration

www.osha.gov MyOSHA Search Advanced Search

Regulations (Standards - 29 CFR)
Abatement verification. - 1903.19

Regulations (Standards - 29 CFR) - Table of Contents

Part Number:	1903
Part Title:	Inspections, Citations, and Proposed Penalties
Standard Number:	1903.19
Title:	Abatement verification.
Appendix:	A, B, C

purpose. OSHA's inspections are intended to result in the abatement of violations of the Occupational Safety and Health Act of 1970 (the OSH Act). This section sets forth the procedures OSHA will use to ensure abatement. These procedures are tailored to the nature of the violation and the employer's abatement actions.

1903.19(a)

scope and application. This section applies to employers who receive a citation for a violation of the Occupational Safety and Health Act.

1903.19(b)

Definitions.

1903.19(b)(1)

Abatement means action by an employer to comply with a cited standard or regulation or to eliminate a recognized hazard identified by OSHA during an inspection.

1903.19(b)(2)

Abatement date means.

1903.19(b)(2)(i)

an uncontested citation item, the later of

1903.19(b)(2)(i)(A)

date in the citation for abatement of the violation,

1903.19(b)(2)(i)(B)

date approved by OSHA or established in litigation as a result of a petition for

JUL 29, 2010 09:15A

1903.19(f)(1)(i)

That periodic progress reports are required and the citation items for which they are required;

903.19(f)(1)(ii)

The date on which an initial progress report must be submitted, which may be no sooner than 90 calendar days after submission of an abatement plan;

903.19(f)(1)(iii)

Whether additional progress reports are required; and

903.19(f)(1)(iv)

The date(s) on which additional progress reports must be submitted.

903.19(f)(2)

On each violation, the progress report must identify, in a single sentence if possible, the action taken to achieve abatement and the date the action was taken.

See paragraph (f): Appendix B contains a Sample Progress Report Form.

1903.19(g)

903.19(g)

Employee notification.

903.19(g)(1)

The employer must inform affected employees and their representative(s) about abatement activities covered by this section by posting a copy of each document submitted to the agency or a summary of the document near the place where the violation occurred.

903.19(g)(2)

Where such posting does not effectively inform employees and their representatives about abatement activities (for example, for employers who have mobile work operations), the employer must:

903.19(g)(2)(i)

(i) post each document or a summary of the document in a location where it will be readily accessible by affected employees and their representatives; or

903.19(g)(2)(ii)

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903.19(h)(1)(III)

the citation and item numbers to which the submission relates;

903.19(h)(1)(IV)

statement that the information submitted is accurate; and

903.19(h)(1)(V)

the signature of the employer or the employer's authorized representative.

903.19(h)(2)

903.19(h)(2)

The date of postmark is the date of submission for mailed documents. For documents submitted by other means, the date the Agency receives the document is the date of submission.

903.19(i)

movable equipment.

903.19(i)(1)

For serious, repeat, and willful violations involving movable equipment, the employer must attach a warning tag or a copy of the citation to the operating controls or to the cited component of equipment that is moved within the worksite or between worksites.

As to paragraph (i)(1): Attaching a copy of the citation to the equipment is deemed by OSHA to meet the tagging requirement of paragraph (i)(1) of this section as well as the tagging requirement of 29 CFR 1903.16.

903.19(i)(2)

The employer must use a warning tag that properly warns employees about the nature of the violation involving the equipment and identifies the location of the citation issued.

As to paragraph (i)(2): Non-Mandatory Appendix C contains a sample tag that employers may use to meet this requirement.

903.19(i)(3)

If a violation has not already been abated, a warning tag or copy of the citation must be attached to the equipment:

903.19(i)(3)(i)

JUL 29, 2010 09:15A

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Privacy and Security Statement | Disclaimers

Occupational Safety & Health Administration
200 Constitution Avenue, NW
Washington, DC 20210

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